

(UT May2014-NoRfnd)

Account #:54782246 001  
Service ID #:577965417 001

Mike Conder  
C/C: 11421  
Request #: 5910097  
Contract #:

**SUBDIVISION CONTRACT**  
**between**  
**ROCKY MOUNTAIN POWER**  
**and**  
**CEDAR HILLS**

This **Subdivision Contract** ("Contract"), dated May 28, 2014 is between PacifiCorp, doing business as Rocky Mountain Power ("Company"), and **Cedar Hills** ("Customer"), for an electrical **Distribution System** for Customer's development to be known as Cottonwood Hills Estates (the "Development"); located at or near 10443 N Cottonwood Dr Cedar Hills, Utah, for 7 lots within the Development.

Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated into this contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedules and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service, within the Development, to the said lots.
2. **Extension Costs.** The Company agrees to invest \$5,250.00 (the "Extension Allowance") in improvements (the "Improvements") related to the Distribution System, and Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance") in the amount of \$9,833.00, of which the Customer has paid \$0.00 for engineering, design, or other advance payment for Company's facilities. **The balance due is \$9,833.00.**
3. **Customer Obligations.** Customer agrees to:
  - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
  - b) Prepare the route to Company's specifications;
  - c) Comply, and pay for any costs necessary to comply, with all of Company's tariffs, procedures, specifications and requirements; and,
  - d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company.
4. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads and other equipment foundations, conduit and duct required by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company;
- b) Install and maintain property lines and survey stakes;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way.

If any change in grade, property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost. The provisions of this paragraph 4 shall survive the termination of this agreement.

**5. Effective.** This Contract will expire unless Customer:

- a) Signs and return an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of the Contract; and
- b) Is ready to receive service within one-hundred fifty (150) days of the Customer signature date at the end of this Contract.

**6. Special Provisions: None**

**7. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or

replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

8. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
9. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
10. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
11. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
12. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

CEDAR HILLS

By   
signature

DAVID H. BUNKER CITY MGR  
NAME (type or print legibly) TITLE

6-11-14  
DATE

ROCKY MOUNTAIN POWER

By   
signature

Lance Walker Manager  
NAME (type or print legibly) TITLE

6/23/14  
DATE

Customer's Mailing Address for Executed Contract

Dee Howard  
ATTENTION OF

10246 N Canyon Rd  
ADDRESS

Cedar Hills, Utah 84062  
CITY, STATE, ZIP

Rocky Mountain Power's Mailing Address for Executed Contract

70 N 200 E  
ADDRESS

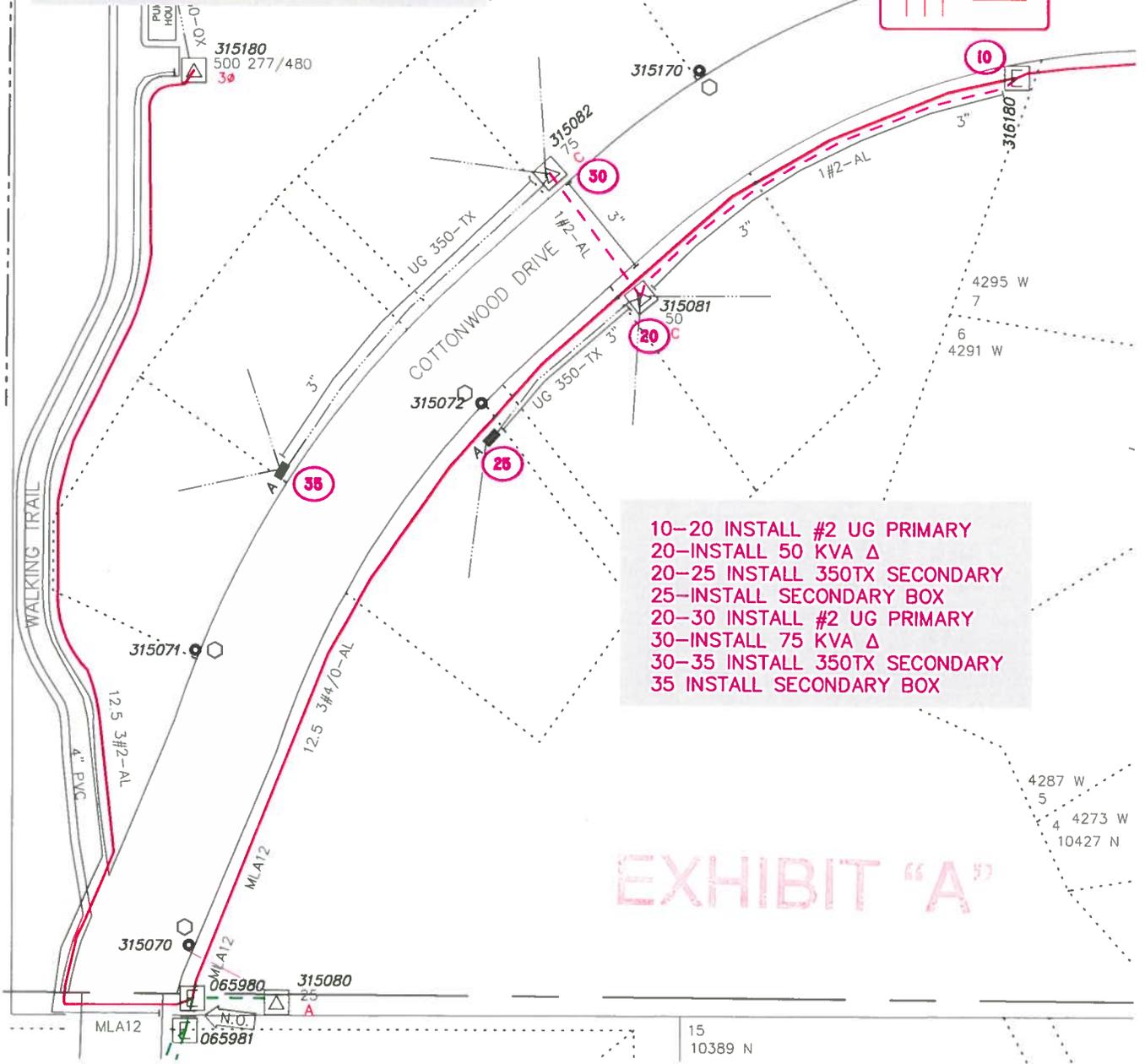
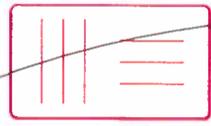
American Fork, Utah 84003  
CITY, STATE, ZIP

CONTACT ROCKY MTN. POWER BEFORE  
INSTALLING VAULTS AND CONDUIT.  
INSPECTION OF FACILITIES BY ROCKY  
MTN. POWER IS REQUIRED.  
MINIMUM 3 WORKING DAYS NOTICE FOR  
INSPECTIONS IS REQUIRED.

BART PEACOCK 801-319-8994  
TRAVIS HIATT 801-368-8978  
LARRY WALKER 801-368-7697  
DENNIS PATTEN 801-360-9965

CUSTOMER TO FURNISH AND INSTALL ALL UG  
CONDUIT, TRENCHING AND PROPER BACKFILL

ISA V  
7.2 1#2-AL



10-20 INSTALL #2 UG PRIMARY  
20-INSTALL 50 KVA Δ  
20-25 INSTALL 350TX SECONDARY  
25-INSTALL SECONDARY BOX  
20-30 INSTALL #2 UG PRIMARY  
30-INSTALL 75 KVA Δ  
30-35 INSTALL 350TX SECONDARY  
35 INSTALL SECONDARY BOX

EXHIBIT "A"

Foreman		Emp #	Job Start Date
CC#	WO# / REQ#	Map String	Job Comp Date
11421	005910097	11404002.0	
CUSTOMER : Cedar Hills ADDRESS : 10443 N Cottonwood Dr Cedar Hills, Utah		Circuit MLA12	Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted <input type="checkbox"/>



1 OF 1

EST ID# 11786	Print Date 05/30/14	Scale 1=100'
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