

REV100815  
Return to:  
Rocky Mountain Power  
Lisa Louder/Jennifer Blum  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

13159036  
12/30/2019 01:19 PM \$40.00  
Book - 10879 Pg - 2991-2994  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: CBA, DEPUTY - WI 4 P.

Project Name: Staker & Parson Beck Street  
WO#: 6693020  
RW#:

### RIGHT OF WAY EASEMENT

For value received, **Staker & Parson Companies A.K.A. Staker & Parson Companies, Inc.**, a Utah corporation ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, ("Grantee"), an easement for a right of way 20 feet in width and 600 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Salt Lake County, State of Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Legal Description: An easement situate in the North half of the Southeast quarter of Section 23, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said easement being 20 feet in width, 10 feet each side of the following-described centerlines:

- (1) Beginning at an existing pole that is located N 00°00'18" E 2204.6 feet along the section line and West 1207.8 feet from the Southeast Corner of said Section 23; running thence N 52°39'27" E 16.6 feet; thence N 37°20'33" W 339.7 feet to an existing transformer.
- (2) Beginning at an existing pole that is located N 00°00'18" E 2243.3 feet along the section line and West 1417.0 feet from the Southeast Corner of said Section 23; running thence N 67°33'34" W 24.9 feet; thence N 22°26'26" E 47.4 feet; thence N 50°17'59" E 131.2 feet to a point in above-described centerline.

- (3) Beginning at an existing pole that is located N 00°00'18" E 2413.8 feet along the section line and West 1681.9 feet from the Southeast Corner of said Section 23; running thence S 38°21'52" E 40.0 feet.

Containing 0.27 of an acre.

Assessor Parcel No. 8-23-276-1-0, 8-23-405-1-0, 8-23-427-1-0

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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.

Dated this 20 day of December, 2019.

**Staker & Parson Companies**  
**A.K.A. Staker & Parson Companies, Inc.**

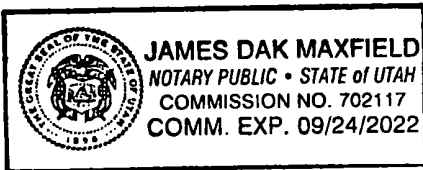
By: Thomas S. Thorne Jr.  
Name: Thomas S. Thorne Jr.  
Title: Energy Manager

**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Utah )  
 ) ss.  
County of Weber )

On this 20<sup>th</sup> day of December, 20 19, before me, the undersigned Notary Public in and for said State, personally appeared Thomas S. Thorpe Jr. (name), known or identified to me to be the Energy Manager (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Staker & Parson Companies (entity name), and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



James Dak Maxfield

(Notary Signature)

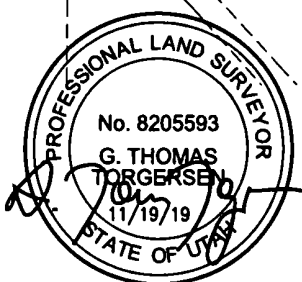
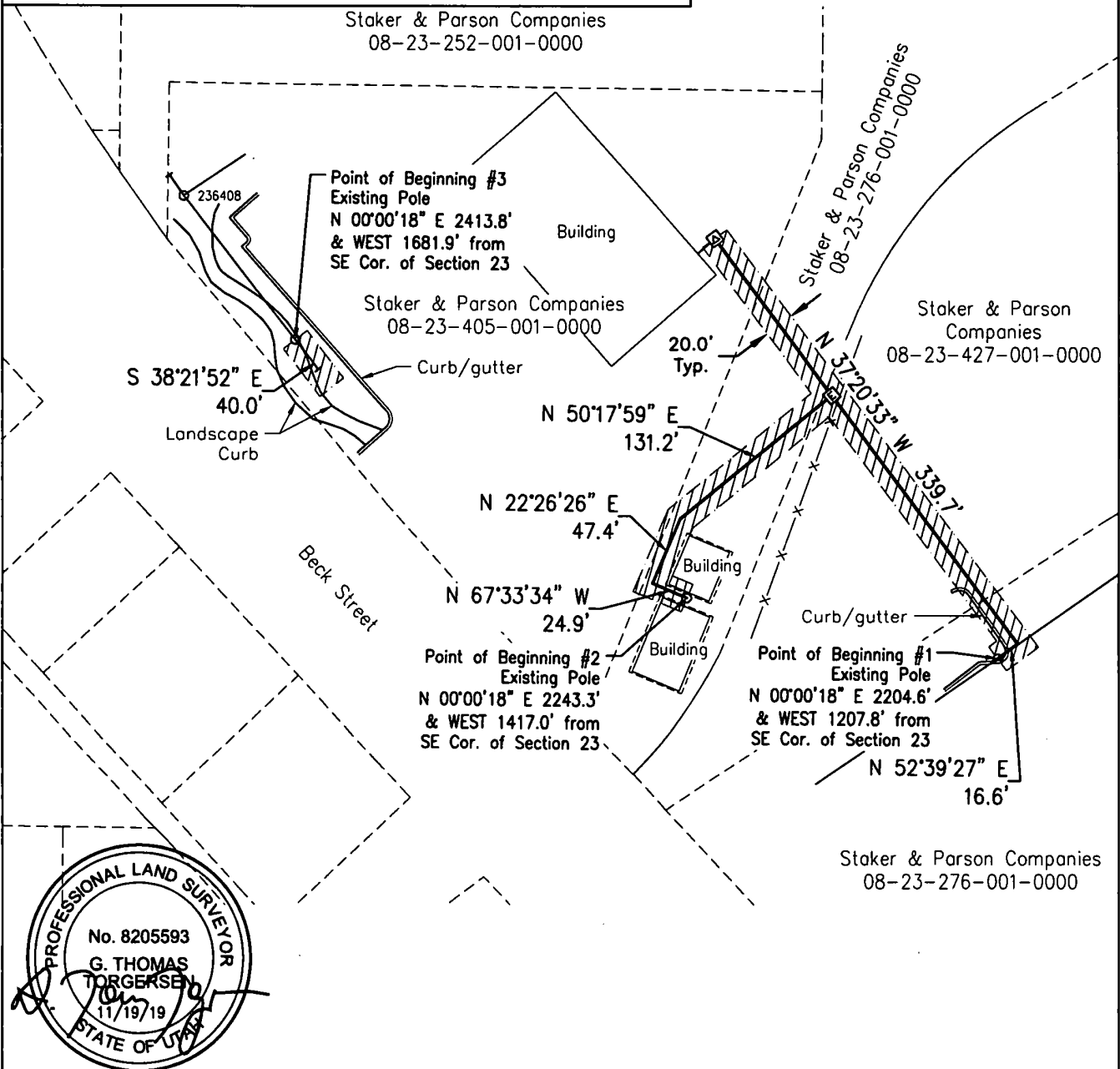
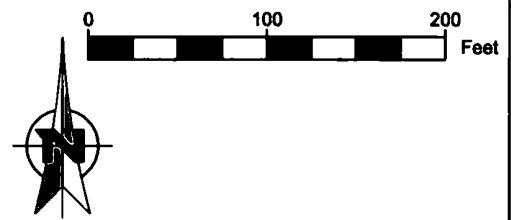
NOTARY PUBLIC FOR Utah (state)  
Residing at: Clinton, Utah (city, state)  
My Commission Expires: 24 Sep 2022 (d/m/y)

**Property Description**

N1/2 SE1/4 of Section 23, Township 1 North, Range 1 West,  
Salt Lake Base and Meridian

County: Salt Lake State: Utah

Parcel Number: 8-23-276-1-0, 8-23-405-1-0, 8-23-427-1-0



CC#: 11441	WO#: 6693020
Landowner: Staker Parson	
Drawn by: GTT	Date: 11/19/2019
Dwg.#: 19518	Ref.#:

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



**EXHIBIT A**

Rev082710