When recorded return to:
Rocky Mountain Power
Lisa Louder / Len Gan
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Quartzdyne Project

WO#: 5238723

RW#:

10645644
03/12/2009 12:18 PM \$14.00
Book - 9696 P9 - 8252-8254
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: VLR, DEPUTY - WI 3 P.

## **RIGHT OF WAY EASEMENT**

For value received, THE ARGENT GROUP 201, L.L.C. ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and approximately 915 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 therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee 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(s) A attached hereto and by this reference made a part hereof:

Legal Description: Beginning at a point on the South line of 2100 South Frontage Road said point being North 89°46'20" West 416.88 feet along the Section line and South 0°00'57" East 80.00 feet from the North quarter corner of Section 19, Township I South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°46'20" East 1324.29 feet (1324.12 Deed) along the South line of said 2100 South Frontage Road; thence South 84°47'20" East 361.70 feet along the South line of said 2100 South Frontage Road; thence South 47°23'20" East 55.16 feet along the South line of said 2100 South Frontage Road; thence North 0°20'37" East 33.66 feet along the South line of said 2100 South Frontage Road; thence South 84°47'20" East 2.56 feet along the South line of said 2100 South Frontage Road; thence South 85°51'20" East 13.47 feet along the South line of said 2100 South Frontage Road to the 40 acre line; thence South 0°00'32" East 88.12 feet along said 40 acre line; thence North 47°23'30" West 78.74 feet; thence North 88°17'28" West 20.00 feet; thence South 1°42'32" West 69.05 feet; thence East 80.00 feet to the 40 acre line; thence South 0°00'32" East 1868.35 feet along said 40 acre line; thence North 89°49'45" West 660.00 feet; thence South 0°00'32" East 561.00 feet to the quarter section line; thence North 89°49'45" West 663.98 feet (663.32 feet Deed) along said quarter section line to the center of Section 19, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°01'05" West 1325.00 feet (1326.235 Deed) along the quarter section line to the 40 acre line; thence North 89°49'50" West 661.88 feet along said quarter section line; thence North 0001 West 830.57 feet (831.91 feet Deed); thence South 89°48'OO" East 245.00 feet; thence North 0°00'57" West 415.00 feet to the point of beginning.

## Assessor Parcel No.

## **15-19-201-011**

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 therefor) 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.

A	Dated this 14th day of November	_, 200 <u>8</u> _
GRANTOR		
GRANTOR		

## REPRESENTATIVE ACKNOWLEDGEMENT

State of Utah	
County of Salt Lake	<b>\rightarrow</b> ss.
This instrument was acknowledged before n	ne on this 17th day of
November, 2008, by De	avid 5. Layton, as
of 201 CC Holdings  Name of Entity on behalf of whom instrument was experienced.	
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ROBERTA ROWAN Notary Public State of Uteh My Commission Expires on: July 9, 2012	Notary Public
Comm. Number: 575089	My commission expires: July 9, 2012

