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Book - 9810 Pg - 156-164
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
NATIONAL TITLE AGENCY LLC
5295 S COMMERCE DR #250
MURRAY UT 84107
BY: KAB, DEPUTY - WI 9 P.

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

Project Name: SLC/UC Commuter Rail
Project Tract Number: DRA-13:E
WO: 10036221.YJ

RIGHT OF WAY AND EASEMENT GRANT

THIS RIGHT OF WAY AND EASEMENT GRANT is entered into by and between S.F.P.J. LLC, a Utah limited liability company ("Grantor"), whose address is P.O. Box 9142, Midvale, Utah 84047, and PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns ("Grantee"), whose address is 1407 West North Temple, Salt Lake City, Utah 84116.

1. Easement Grant. Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Grantee a perpetual easement and right of way ("Easement") over and across a certain parcel of real property owned by Grantor ("Grantor's Land") located in Salt Lake County, State of Utah, all as more particularly described below. Grantor's Land is more particularly described on Exhibit "A", and the legal description of the Easement referred to herein as the "Easement Area" is more particularly described and shown on Exhibit "B" attached hereto and by this reference made a part hereof. The purpose of this Easement is to allow Grantee to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area. Grantee shall cause the facilities installed pursuant to the Easement to be located and/or replaced at a location that is as close to the eastern boundary of the Easement Area as physically possible given any applicable rules or regulations governing the location of such facilities. On completion of any excavation or construction activities pursuant to this Easement, Grantee shall within a reasonable period of time after construction restore any portion of the Easement Area affected to the same condition as existed prior to the commencement of such excavation or construction activities, using the same type and quality of materials previously used.

2. Access. Grantee shall have a right of access along and within the described Easement Area. Grantor may not fence the Easement Area or preclude access

NTA 5146982

in a manner that will prevent continuous longitudinal travel by person, vehicles, or equipment, except for reasonable livestock or boundary fencing or as otherwise agreed to in writing by Grantee. Grantee shall have the of right of access to the Easement Area over and across Grantor's Land to carry out the purposes for which this Easement is granted, but only in such locations and to the extent made necessary by fencing permitted pursuant to the foregoing sentence. The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

3. Grantor's Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or structure of any kind or nature; b) excavate closer than fifteen feet (15') feet from any pole or structure; c) place or use anything, including equipment or vehicles that exceeds twelve feet (12') in height; d) increase the existing ground elevation; e) light any fires or store flammable or hazardous materials; or f) otherwise use the Easement Area in any manner that violates the National Electric Safety Code or Grantee's safety clearance standards, as may be amended from time to time.

4. Vegetation Management. Grantor may not plant any species of trees or other vegetation that will grow to a height greater than twelve feet (12') within the Easement Area or, outside of the Easement Area, if upon maturity such trees or vegetation will grow within twenty-five (25') feet of the transmission line conductor. Grantee shall have the right to prune or remove all vegetation in violation of the foregoing or, in its reasonable opinion, interferes with, is causing, or may cause a threat of harm to its facilities or improvements.

5. Termination of Prior Easements. Grantee acknowledges and agrees that this Easement is intended to replace in their entirety any existing easements or rights-of-way of Grantee in, to or upon Grantor's Land. Upon Grantee's installation and completion of the facilities described in Section 1 above (which completion shall be deemed to have occurred when such facilities are put in to functional use by Grantee), Grantee shall cause the termination and vacation of record of all prior easements or rights-of-way affecting or encumbering Grantor's Land, including, without limitation: a) that certain instrument, recorded September 1, 1911 as Entry No. 284457 in Book 7-Y of Deeds at Page 363 of the Official Records; b) that certain instrument recorded September 1, 1911 as Entry No. 284468 in Book 7-Y of Deeds at Page 368 of the Official Records; and c) that certain instrument recorded September 1, 1911, as Entry No. 284470 in Book 7-Y of Deeds at Page 369 of the Official Records.

6. Miscellaneous Provisions.

6.1 Authority. The individual(s) executing this document represent and warrant that they have the legal authority to execute this instrument for and on behalf of the entity for which such individual is executing this instrument.

6.2 Amendments. This instrument may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the

amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.

6.3 No Waiver. The failure to enforce or perform any provision set forth in this instrument shall not be deemed a waiver of any such right.

6.4 Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

6.5 Not a Public Dedication. Nothing contained in this instrument shall be deemed a gift or dedication of all or any portion of the Grantor's Land for the general public or for any public purpose whatsoever, it being the intention of the undersigned that this instrument be strictly limited to the purposes expressed herein.

6.6 Attorneys' Fees. If either party hereto brings suit to enforce or interpret this instrument or for damages on account of the breach of any provision of this instrument, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

6.7 Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah.

[Signatures appear on the next two pages.]

DATED this 3RD day of March, 2010.

GRANTOR:

S.F.P.J. LLC, a Utah limited liability
company


By: Susan Frampton, Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the date first above written personally appeared before me, Susan Frampton, who, being by me duly sworn, says that she is the Manager of S.F.P.J. LLC., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Articles of Organization, and said Susan Frampton acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:


Notary Public



GRANTEE:

PacifiCorp, an Oregon corporation, d/b/a
Rocky Mountain Power.

Harold Dudley
Name: Harold Dudley
Title: Property Agent

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the date first above written personally appeared before me, Harold Dudley, who, being by me duly sworn, says that he is the Property Agent of PacifiCorp, an Oregon corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of its organizational documents, and said Harold Dudley acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Yuka Jenkins 3-10-2010
Notary Public

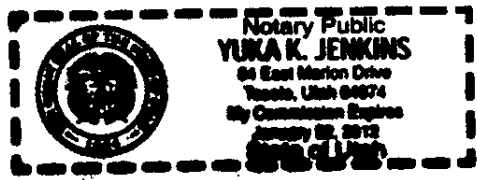
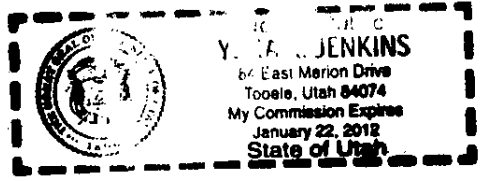


Exhibit A
(Grantor's Land)

THE FOLLOWING REAL PROPERTY LOCATED IN SALT LAKE COUNTY,
UTAH:

BEGINNING SOUTH 89°54'32" WEST 51.72 FEET FROM THE SOUTHEAST CORNER OF WEST ONE-HALF OF SOUTHWEST QUARTER SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°54'32" EAST 513.91 FEET MORE OR LESS TO THE WEST LINE OF DENVER & RIO GRAND WESTERN RAILROAD RIGHT OF WAY; THENCE NORTH 5°19'58" EAST 1501.76 FEET; THENCE SOUTH 89°53'45" WEST 51.62 FEET FROM THE EAST LINE OF WEST ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 24, AND BEING DUE NORTH FROM BEGINNING; THENCE SOUTH TO THE BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING PARCEL:

BEGINNING AT A POINT ON THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY AND THE SOUTHEAST CORNER OF THE GRANTOR'S PROPERTY, SAID POINT BEING NORTH 89°54'25" EAST 1783.25 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE SOUTH 89°54'25" WEST 30.13 FEET ALONG THE SOUTH LINE OF THE GRANTOR'S PROPERTY; THENCE NORTH 05°19'52" EAST 445.21 FEET; THENCE NORTH 04°37'21" EAST 1055.38 FEET, TO THE SOUTH LINE OF THAT CERTAIN PARCEL OWNED BY MICHAEL M. CARLSON, DEFINED AS ENTRY NO. 7621984, BOOK 8356, PAGE 4700; THENCE NORTH 89°53'38" EAST 43.25 FEET ALONG SAID SOUTH LINE TO SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 05°19'52" WEST 1501.76 FEET ALONG SAID RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

Tax Id # 27-24-300-046

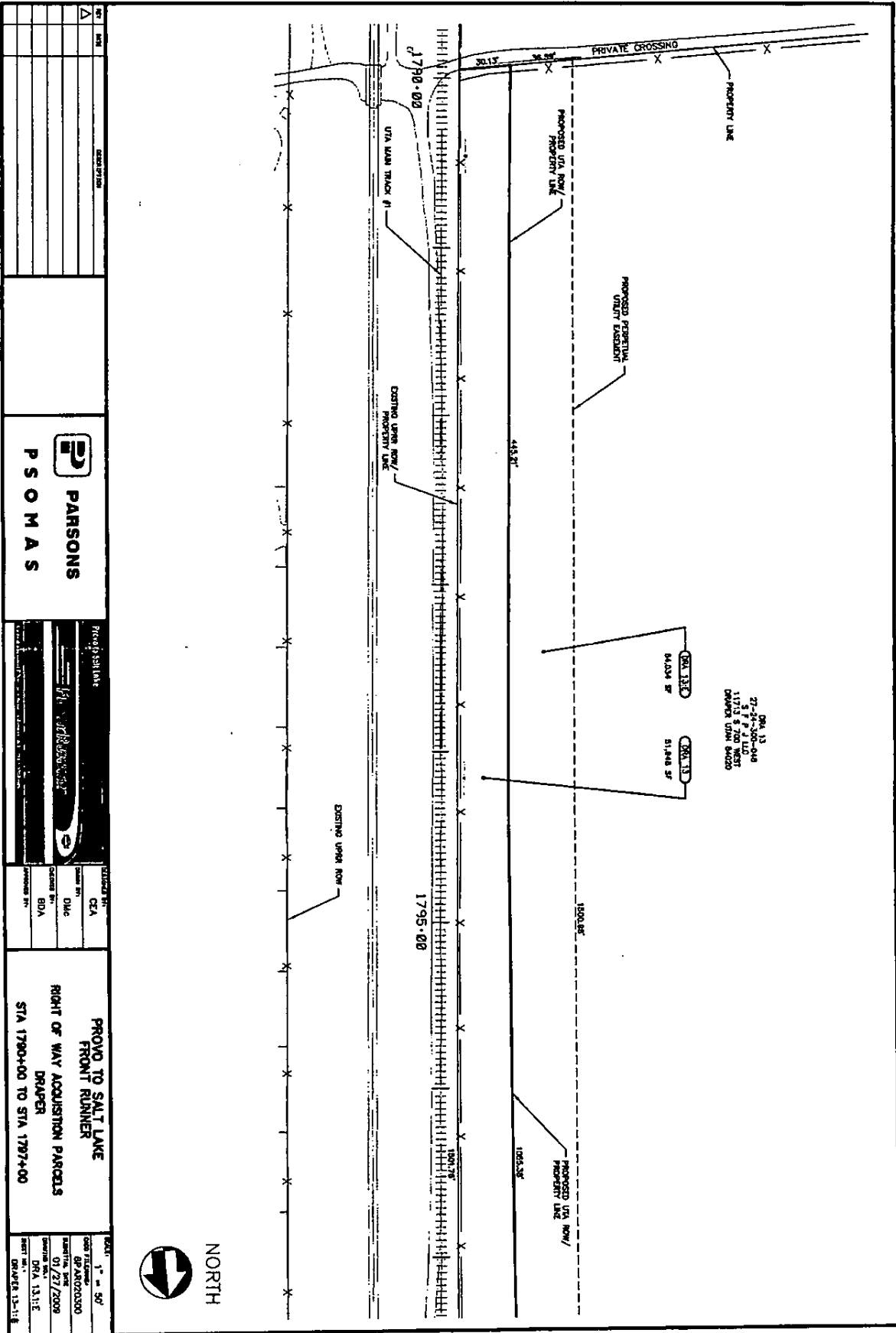
Exhibit B
(Easement area and drawing)

ENTRY NO. 7378608, BOOK 8284, PAGE 4978

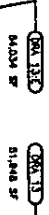
A PORTION OF THE GRANTOR'S LAND LYING AND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE GRANTOR'S PROPERTY, SAID POINT BEING NORTH 89°54'25" EAST 1752.92 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE SOUTH 89°54'25" WEST 36.59 FEET ALONG SAID SOUTH LINE; THENCE NORTH 05°00'52" EAST 1500.98 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL OWNED BY MICHAEL M. CARLSON, DEFINED AS ENTRY NO. 7621984, BOOK 8356, PAGE 4700; THENCE NORTH 89°53'38" EAST 31.81 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 04°37'21" WEST 1055.38 FEET; THENCE SOUTH 05°19'52" WEST 445.21 FEET TO THE POINT OF BEGINNING.

CONTAINS 54,034 SQUARE FEET, 1.24 ACRES.



DWA 13
 27'-24" NORTH
 11713 & 700 WEST
 DRAWING UTM 84220



NO.	REV.	DESCRIPTION

DESIGNED BY:	CEA	CHECKED BY:	DWG
DRAWN BY:	BDA	DATE:	01/27/2009
PROVIDE TO SALT LAKE FRONT RUNNER RIGHT OF WAY ACQUISITION PARCELS DRAPER STA 1790+00 TO STA 1797+00			
SCALE:	1" = 50'	DATE:	01/27/2009
PROJECT NO.:	DWA 13-11E	DRAWING NO.:	DWA 13-11E

