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 01/19/2011 11:33 AM \$22.00  
 Book - 9899 Ps - 2177-2182  
**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: TMW, DEPUTY - WI 6 P.

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

Project Name: 90<sup>th</sup> South – Camp Williams 345  
 WO#: 10037830/R1  
 RW#: 20080093

### **RIGHT OF WAY AND EASEMENT GRANT with EXHIBIT A and B**

**JORDAN GATEWAY III ASSOCIATES, L.C. a Utah Limited Liability Company**, whose address is 10619 S. JORDAN GATEWAY, SOUTH JORDAN, UTAH (“Grantor”) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 (“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. The Easement area is more particularly described in Exhibit ‘A’ and the Grantor’s land is more particularly described in Exhibit ‘B’.

1. Easement Grant. 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.

2. Access. Grantee shall have a right of access along and within the described Easement Area, and the of right of access to the Easement Area over and across Grantor’s Land in such locations as may be reasonably necessary or convenient to carry out the purposes for which this Easement is granted. Grantor may not fence the Easement Area or preclude access in a manner that will preclude continuous longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee. 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 within the Easement Area that will grow to a height greater than twelve feet (12') or outside of the Easement Area that 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. Miscellaneous Provisions.

5.1 Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.

5.2 Amendments. This Easement 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.

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

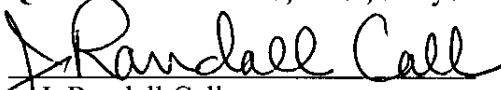
5.4 Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

DATED this 20th day of December, 2010.

**JORDAN GATEWAY III ASSOCIATES L.C.**, a Utah limited liability company

By: **CIRQUE PROPERTY L.C.**, a Utah limited liability company, its Manager,

BY: **CIRQUE PROPERTIES, INC.**, a Wyoming Corporation, its Manager,

By:   
Name: J. Randall Call  
Title: Vice President

REPRESENTATIVE ACKNOWLEDGEMENT

State of UTAH  
County of SALT LAKE } SS.

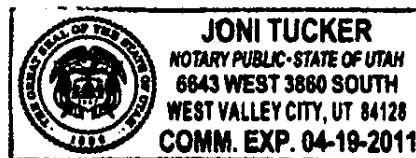
This instrument was acknowledged before me on this 20th day of DEC,  
2010, by J. RANDALL CALL, as VICE PRESIDENT, OF

Year Name of Representative Title of Representative  
CIRQUE PROPERTIES, INC.

by \_\_\_\_\_, as \_\_\_\_\_, of  
Name of Representative Title of Representative

Joni Tucker  
Notary Public

My commission expires: APRIL 19, 2011



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**Exhibit A**  
**(Easement area and drawing)**

GRANTOR: JORDAN GATEWAY III, ASSOCIATES L.C., A UTAH LIMITED LIABILITY COMPANY

PARCEL#: 27-13-326-009

GRANTEE: PACIFICORP

WORK ORDER: 10030404

DATE: 9/01/2009

DESCRIPTION:

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 00°37'02" WEST FROM THE FOUND MONUMENT AT THE WEST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO THE FOUND MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 13.

REFER TO THE RECORD OF SURVEY PREPARED BY WILDING ENGINEERING ON FILE AT THE SALT LAKE COUNTY RECORDER'S OFFICE FOR DETAILED INFORMATION REGARDING THIS DESCRIPTION.

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 10600 SOUTH STREET AND THE WESTERLY BOUNDARY OF AN EASEMENT IN FAVOR OF PACIFICORP, RECORDED AS ENTRY NO. 6674419 IN BOOK 7695 AT PAGES 0416-0417 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT BEING EAST 2290.61 FEET AND SOUTH 23°01'16" EAST ALONG SAID EASEMENT, 36.11 FEET FROM THE WEST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 23°01'16" EAST, ALONG SAID EASEMENT, 371.22 FEET TO THE EASTERLY BOUNDARY LINE OF THE GRANTORS LAND; THENCE SOUTH 05°32'21" WEST ALONG SAID EASTERLY BOUNDARY LINE, 20.99 FEET; THENCE NORTH 26°58'06 WEST 315.96 FEET; THENCE NORTH 13°20'01" WEST 82.23 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 10600 SOUTH STREET; THENCE FOLLOWING SAID SOUTHERLY RIGHT OF WAY 19.13 FEET ALONG THE ARC OF A 6488.68 FEET NON TANGENT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 87°13'05" EAST 19.13 FEET) TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 8,455 SQUARE FEET.

**Exhibit B  
(Grantor's Land)**

PARCEL 1:

BEGINNING AT A POINT SOUTH 89°41'55" WEST ALONG THE SECTION LINE 374.035 FEET TO A POINT ON THE WESTERLY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT-OF-WAY AND NORTH 05°18'15" EAST ALONG SAID WESTERLY RIGHT-OF-WAY 1892.354 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 84°23'22" WEST 36.56 FEET; THENCE SOUTH 06°56'50" WEST 9.00 FEET; THENCE NORTH 84°26'12" WEST 67.10 FEET; THENCE SOUTH 05°33'48" WEST 45.01 FEET; THENCE NORTH 85°59'02" WEST 171.96 FEET; NORTH 12°40'43" EAST 14.62 FEET; THENCE NORTH 77°13'42" WEST 42.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF A SOUTH JORDAN CITY ROADWAY; THENCE NORTHERLY ALONG SAID EAST LINE THE FOLLOWING (3) COURSES; NORTH 12°46'31" EAST 68.93 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 1037.25 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°29'40" A DISTANCE OF 244.29 FEET; THENCE NORTH 00°43'21" WEST 395.14 FEET TO A POINT ON A 6634.68 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID CURVE (CENTER BEARS NORTH 03°00'56" WEST) THROUGH A CENTRAL ANGLE OF 00°27'31" A DISTANCE OF 53.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 86°31'33" EAST 26.53 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A 6488.68 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°22'29" A DISTANCE OF 268.95 FEET; THENCE SOUTH 05°18'15" WEST 715.07 FEET TO THE POINT OF BEGINNING.

*The Following Is Shown For Informational Purposes Only: Tax Parcel No's. 27-13-326-002 and 27-13-326-007*

PARCEL 2:

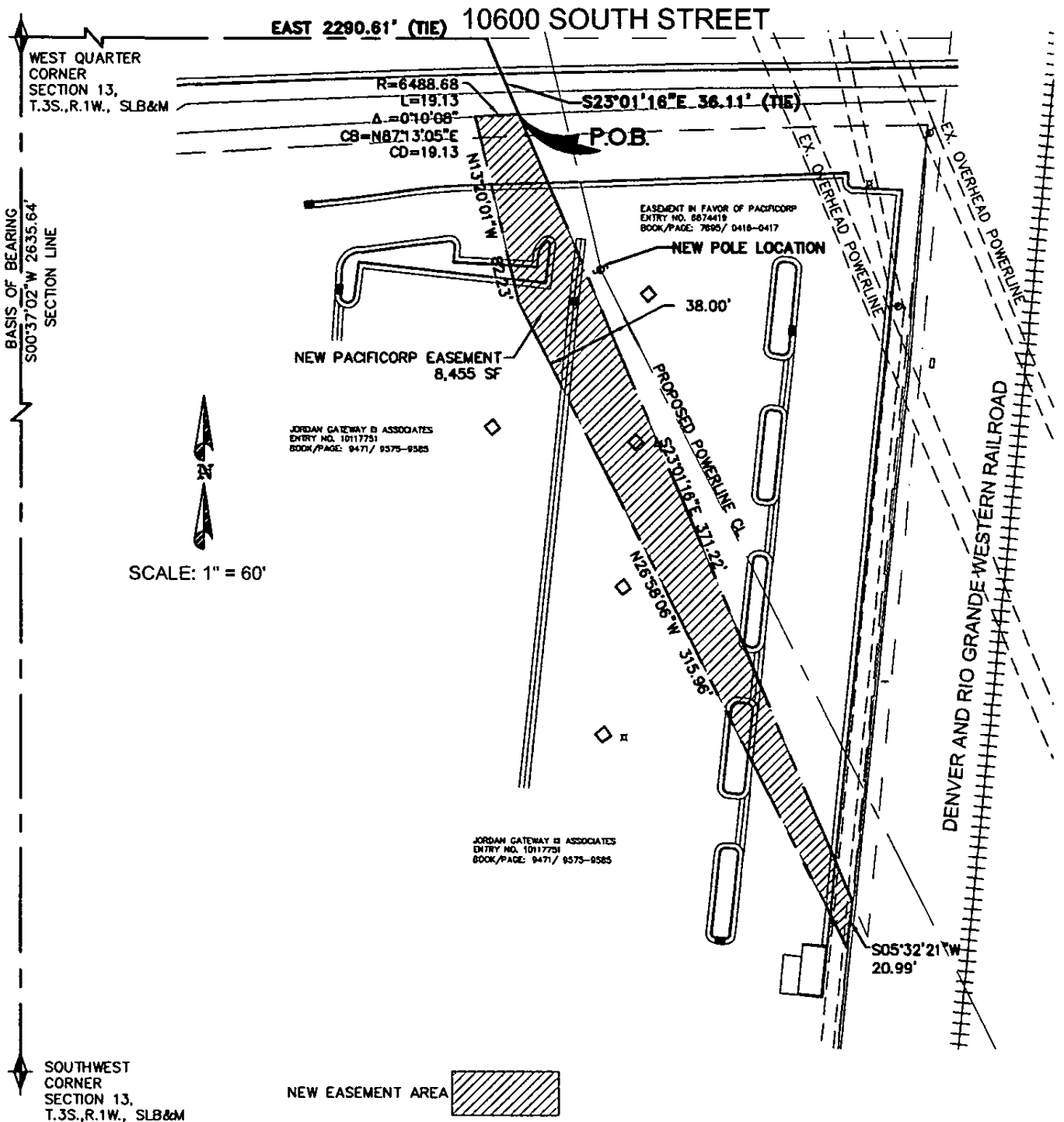
NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND INCIDENTAL PURPOSES, SUBJECT TO THE STATED TERMS AND CONDITIONS, AS GRANTED BY CORRECTIVE EASEMENT AGREEMENT RECORDED FEBRUARY 13, 2001 AS ENTRY NO. 7820159 IN BOOK 8424 AT PAGE 892 OF THE OFFICIAL RECORDS, AS AMENDED, DESCRIBED AS:

BEGINNING AT A POINT SOUTH 89°41'55" WEST ALONG THE SECTION LINE 374.03 FEET AND NORTH 05°18'15" EAST 1734.79 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING SOUTH 88°37'55" WEST 339.05 FEET; THENCE NORTH 12°46'18" EAST 160.91 FEET; THENCE SOUTH 77°13'42" EAST 42.04 FEET; THENCE SOUTH 12°40'43" WEST 14.62 FEET; THENCE SOUTH 85°59'02" EAST 171.96 FEET; THENCE NORTH 05°33'48" EAST 45.01 FEET; THENCE SOUTH 84°26'12" EAST 67.10 FEET; THENCE NORTH 06°56'50" EAST 9.00 FEET; THENCE SOUTH 84°23'22" EAST 36.56 FEET TO A POINT ON THE WESTERLY LINE OF INTERSTATE 15; THENCE SOUTH 05°18'15" WEST ALONG SAID WESTERLY LINE 157.56 FEET TO THE POINT OF BEGINNING.


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# PACIFICORP 106th SOUTH CORRIDOR EXHIBIT A

GRANTOR: JORDAN GATEWAY III ASSOCIATES L.C.



SCALE: 1" = 60'

PROD./ER# PL# 12		 <small>A MIDAMERICAN ENERGY HOLDING COMPANY</small>	NO. 1 DATE 9/09	REVISIONS 1. ADDED NEW POLE LOCATION
DATE ENG. DES. DR. CH.	DISCIPLINE ENG. PROJECT ENG. APPROVAL ENG.			
SCALE: 1" = 60'				