REV010213
Return to:
Rocky Mountain Power
Lisa Louder/A. Draper
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: LDS Deseret Industries Manufacturing

Tract No.: WO#: 5841598

RW#:

## 11804133 02/13/2014 01:13 PM \$14.00 Book - 10211 Pa - 861-863 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: KRP, DEPUTY - WI 3 P.

## RIGHT OF WAY EASEMENT

For value received, Jonco, ("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 95 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:

Beg N  $0^{0}$  03'08"W 454.4 Ft. & 8 890 53'40" W 25 Ft. Fr 8LC Mon. 8d. Mon. Being 2867.84 Ft. North & 1803.04 Ft.W.Fr. 8 1/4 Cor. 8ec. 15, T1SR1W 8LM N  $0^{0}$ 03'08" W 338.48 Ft; 8 890 52' 52" W. 368.82 Ft; M or L S.  $0^{0}$  03'08" E. 338.43 Ft., N 890 53'40" E 368.82 ft; M or L to beg.

2.87 Ac. M or L

Assessor Parcel No.

1515152021

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	l this <u>6</u> d	ay of Feb	rvary,	2014.
Robert Mor	ogetts IE	GRANTO	OR SIGNATUR	nett Mgr.
PRINT GRANTOR NAM	ı <b>E</b>	GRANTO	OR SIGNATUR	<u>'E</u>
Acknowledgm	ent by a Corpo	oration, LLC, o	Partnership	:
STATE OF Utah	_)			
STATE OF <u>Utah</u> County of <u>Salt Lake</u>	) ss. _ )			
On this 6 day of Febr	vary	, 2014, before	me, the under	rsigned Notary
Public in and for said State, p				
known or identified to me to	be the	nager	(preside	ent / vice-
president / secretary / assista		_		
of the limited liability com	pany, or a pa	rtner of the pa	rtnership that	executed the
instrument or the person w	ho executed th	e instrument on	behalf of sa	id entity, and
acknowledged to me that said	entity executed	the same.		
IN WITNESS WHEREOF, I		·	l affixed my o	fficial seal the
day and year in this certificate				
	Marlon	e Canfor	d	
		U	(no	tary signature)
Notary Public MARLENE CRANFORD	NOTARY PU	BLIC FOR	Utah	(state)
My Commission Expires April 16, 2017	Residing at:	Sandy, UT	-	(city, state)
State of Utah	My Comn	nission Expires:	16/04/201	<u>7</u> (d/m/y)

