

REV101512

Return to:

Rocky Mountain Power

Lisa Louder/

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name: Gew Reagan Sign

Tract Number:

WO#: 5733601

RW#:



ENT 25578:2013 PG 1 of 3  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2013 Mar 18 11:17 am FEE 14.00 BY SS  
RECORDED FOR REAGAN OUTDOOR

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **BJBD LC** ("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 **5 feet** in width and **36 feet** in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Utah** 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:

**Commencing at a point located South 00°29'39" East along the Section line 519.76 feet and East 2522.57 feet from the West quarter corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 56°46'58" East 35.52 feet; thence South 33°13'02" East 5.00 feet; thence South 56°46'58" West 35.52 feet; thence North 33°13'02" West 5.00 feet to the point of beginning.**

Assessor Parcel No.

**180300001**

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 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 or store any flammable materials (other than agricultural crops), or light any fires, 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.

In the event the Grantee should abandon and remove the herein described power line, the right of way herein described will revert back to the Grantor.

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 28 day of Feb., 2013.

BqBQ LLC.  
GRANTOR

Beverly Davis, Managing Member  
GRANTOR

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

STATE OF Utah )  
) ss.  
County of Utah )

On this 28 day of February, 2013, before me, the undersigned Notary Public in and for said State, personally appeared Beverly Davis (name), known or identified to me to be the (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 said entity, 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.

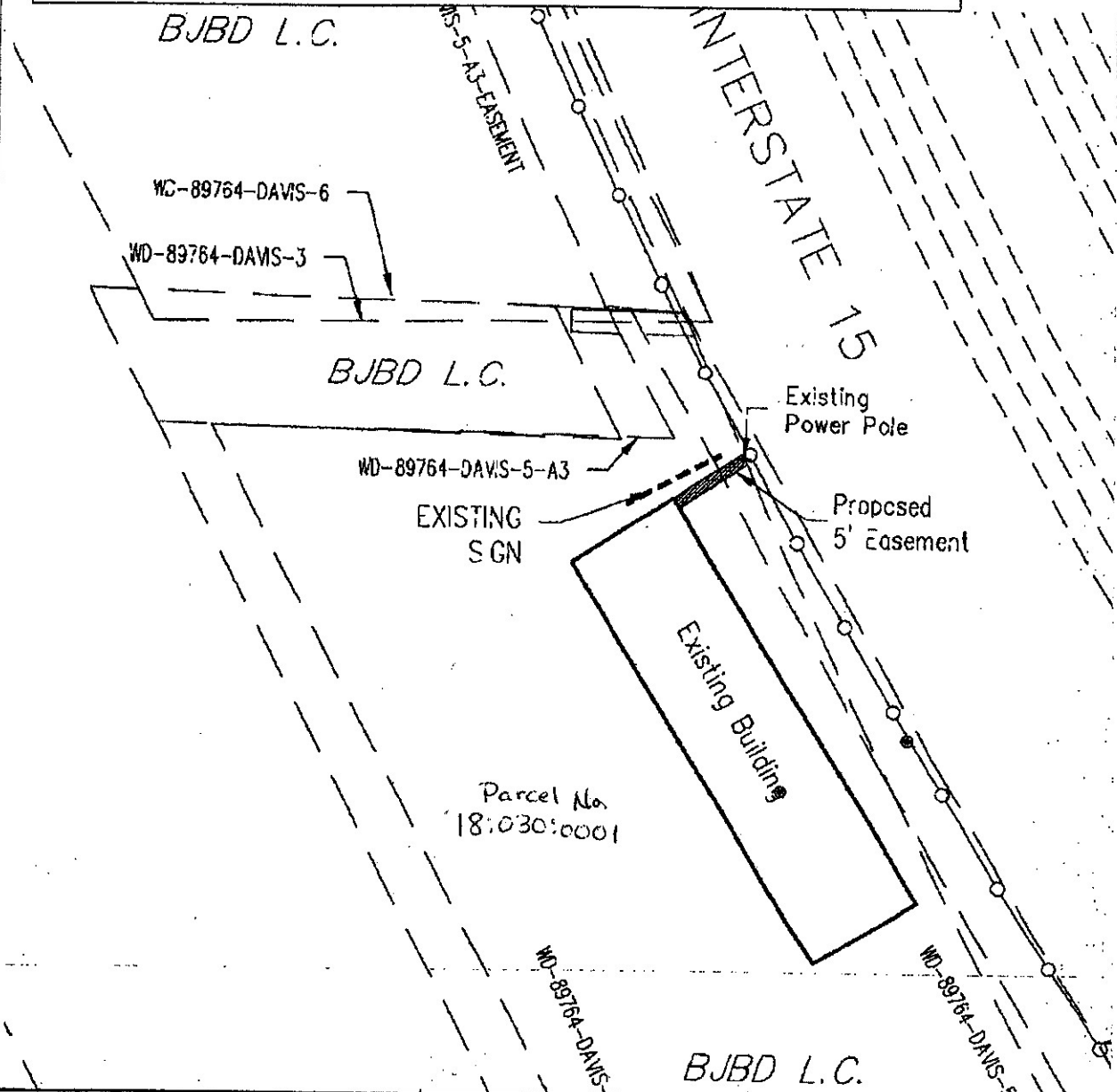


Lisa Sorrells  
(Notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Orem, Utah (city, state)  
My Commission Expires: 2-8-2016 (d/m/y)

**Property Description**

Quarter: \_\_\_\_\_ Quarter: N/4 Section: 21 Township 6 (N or S),  
 Range 2 (E or W), 5LB Meridian  
 County: Utah State: Utah  
 Parcel Number: 18:030:0001



CC#: 11421 WO#: 5733601  
 Landowner Name: BJBD L.C.  
 Drawn by: BA

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**

**PacifiCorp**

SCALE: NA