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W2703024

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REV101512
Return to:
Rocky Mountain Power
Curtis Galvez
1438 W. 2550 S.
Ogden, Utah 84403

E# 2703024 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
17-SEP-14 322 PM FEE \$18.00 DEP JKC
REC FOR: ROCKY MOUNTAIN POWER

Project Name: Magic Wash
WO#: 5792466

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **William & Kathleen Shaw** ("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 55 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 **Weber** 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: PART OF THE SOUTHEAST QUARTER OF SECTION 22, T 5 N, R 1 W, SALT LAKE MERIDIAN, U.S. SURVEY; DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 330 FEET SOUTH 0D23' W. ALONG THE SECTION LINE FROM THE N. W. CORNER OF SAID S. W. CORNER OF SAID S. E. QUARTER; AND RUNNING THENCE S. 89D37' E. 496 FEET ALONG THE GRANTOR'S PROPERTY LINE TO THE STATE ROAD RIGHT-OF-WAY; THENCE S. 43D36' E. ALLONG SAID RIGHT-OF-WAY 113.96 FEET; THENCE N. 89D37' W. 575.14 FEET TO THE SECTION LINE; THENCE N. 0D23' E. 82 FEET TO THE PLACE OF BEGINNING. EXCEPTING THE W. 30 FEET THEREOF WHICH LIES WITHIN THE BOUNDARY OF THE COUNTY ROAD.

Serial No. 07-083-0004 125

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

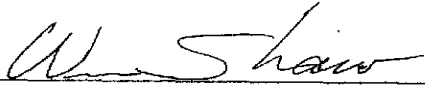
ORIGINAL

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 this 23 day of Jan., 2014.



(Insert Grantor Name Here) GRANTOR



(Insert Grantor Name Here) GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of Morgan) ss.)

On this 23rd day of January, 2013, before me, the undersigned Notary Public in and for said State, personally appeared William Shaw & Kathleen Shaw (name), known or identified to me to be the Grantor (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.

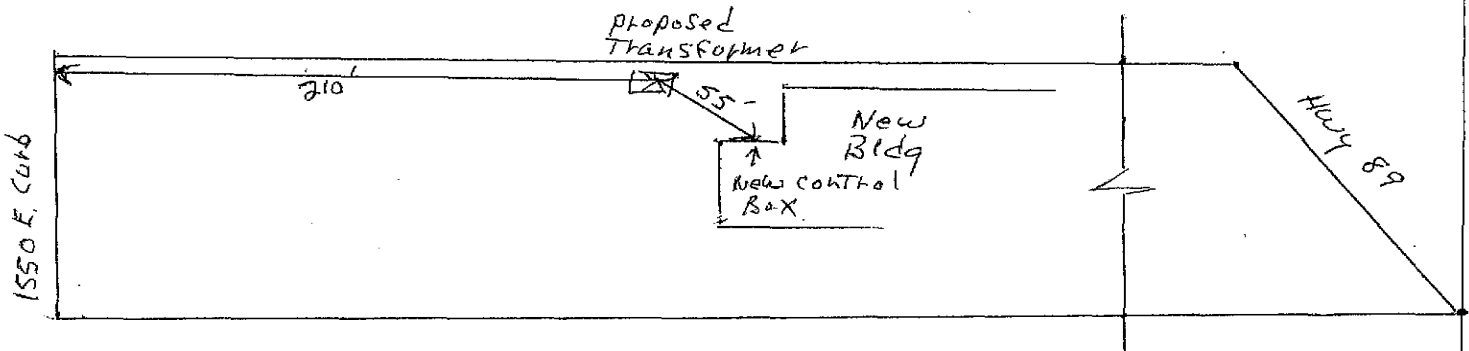


Anne Marie Porter
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Morgan, Utah (city, state)
My Commission Expires: 07-02-2016 (d/m/y)

Property Description

Part of the South East Quarter: Section: 22 Township: 5 North, Range 1
West, Salt Lake Meridian
County: Weber, State: Utah
Parcel Number: 07-083-0004



CC#: WO#: 5792466

Landowner Name:

Drawn by:

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.

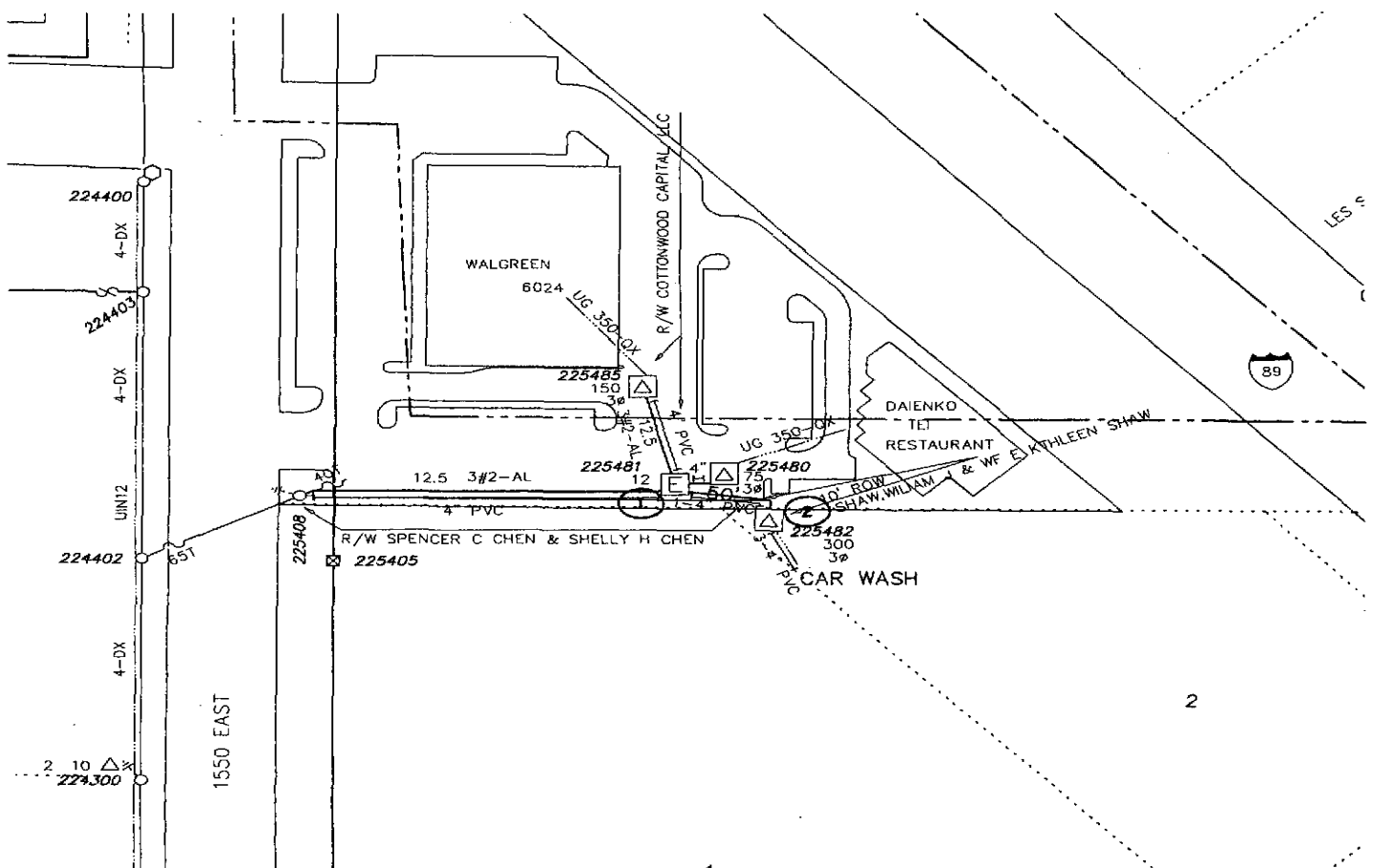
EXHIBIT A



SCALE:

Property Description

Quarter: _____ Quarter: _____ Section: 22 Township 5 (N or S),
 Range 1W (E or W), Salt Lake Meridian
 County: Weber State: UTAH
 Parcel Number: 07-073-0004



CC#: WO#: 5792466

Landowner Name:

Drawn by:

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



SCALE: