

When recorded return to:

Rocky Mountain Power
Lisa Louder\ Delynn Rodeback
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

ENT 8722:2010 PG 1 of 5
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Feb 01 8:38 am FEE 19.00 BY EO
RECORDED FOR ROCKY MOUNTAIN POWER

WO#: 10036491
RW#: 20080292

RIGHT OF WAY EASEMENT

For value received, **Calvin K. Jacob Family Partnership** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), a nonexclusive easement for a right of way for the construction, operation, maintenance, repair, replacement, removal of a double circuit 138 kV transmission line, including distribution circuits and Grantee's communication lines, together with all necessary appurtenances thereto, including, supporting towers and poles in the locations shown on Exhibit "A"; and pads, transformers, switches, vaults and cabinets, on, over, 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&B" attached hereto and by this reference made a part hereof:

A right of way described as follows:

Beginning at the northeast corner of the Grantors' land at a point 275.8 feet south and 2.8 feet west, more or less, from the north one quarter corner of Section 2, T. 6 S., R.1 W., S.L.M.; thence S.0°35'W. 99.4 feet, more or less, along the east boundary line of the Grantor's land; thence along a line which is parallel to and 25 feet perpendicularly distant westerly and southwesterly from an existing transmission line on said land the following two (2) calls N.56°06'W. 44.1 feet, more or less, and N.2°12'W. 75.2 feet, more or less, to the north boundary line of the Grantor's land; thence S.89°25'E. 40.5 feet, more or less, along said north boundary line to the point of beginning, being on said land and being in the NE ¼ of the NW ¼ of said Section 2; containing 3354.2 sq. ft. or 0.08 of an acre, more or less.

A right of way 60 feet in width, being 30 feet westerly or to the westerly boundary line of the Grantor's land and 30 feet easterly of the following described survey line:

Beginning on the westerly boundary line of the Grantor's land at a point 1705 feet south and 1387 feet west, more or less, from the northeast corner of Section 2, T. 6 S., R.1 W., S.L.M., thence S.12°03'E. 2143.6 feet to a southerly boundary line of said, being on said land and being in the SE ¼ of the NE ¼ and the NE ¼ of the SE ¼ of said Section 2; containing 128,616.0 sq. ft. as described, minus 4,145.83 sq. ft. as shown on the exhibit "B" which leaves 124,470.2 sq. ft. or 2.86 acres, more or less.

Total area: 127,824.4 sq. ft. or 2.94 acres, more or less.

Assessor Parcel No.

59:002:0097

All construction and Grantee's exercise of its easement rights shall be performed within the described easement with the exception of access as addressed below. If Grantee has a need to perform any activities outside of the described easement area it shall first obtain permission from Grantor. Within a reasonable period of time after construction Grantee shall restore Grantor's property including revegetation, remove all trash and repair of any existing fences and other damages incurred to the property during construction.

Grantee shall have the right of reasonable access to the easement from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted, provided, however, that Grantee shall use any existing roads on Grantor's property to the extent possible and shall use good faith efforts to minimize any disturbance or damage to the Grantor's property to the extent reasonably possible; and together with the present and the future right to keep the right of way clear of all brush, trees, timber and other hazards which might endanger Grantee's facilities or impede Grantee's activities. In the advent that there are damages to the adjacent property Grantee shall be responsible to reasonably repair any such damages.

At no time shall Grantor place any structure or building that exceeds fourteen (14) feet in height; or light any fires or place or store any flammable materials (other than agricultural crops); on or within the boundaries of the easement. Grantor reserves unto itself, its successors, assigns, and lessees, all rights and uses of the property not conveyed to Grantee herein; provided that Grantor's use of the easement area may not unreasonably interfere with Grantee's use, occupation, and enjoyment of the rights granted herein. The rights hereby reserved to Grantor include, but are not limited to Grantor's use of the land for grazing, vehicular travel, construction of fences (provided that such fences do not preclude Grantee's access to its facilities), waterlines, roads, pipelines, or other utility lines located within or across the Easement.

Grantee agrees that it will not apportion or assign its rights under this easement to any third party.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Dated this 29th day of January, 2010.

Calvin K. Jacob Family Partnership

By J. Mark Jacob
Co Manager
Title

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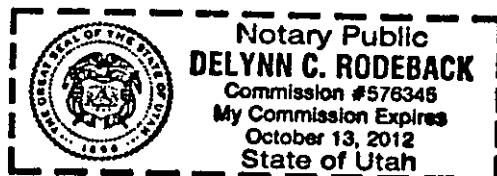
INDIVIDUAL ACKNOWLEDGEMENT

State of UTAH

County of UTAH

} SS.

This instrument was acknowledged before me on this 29th day of JANUARY, 2010, by J. Mark Jacob Co Manager.



Delynn C. Rodeback
Notary Public

My commission expires: OCTOBER 13, 2012

6S., R.1W., S.L.M.

2:0079
STATES LLC

35
2

"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."

3

CALVIN K. JACOB
FAMILY PARTNERSHIP
59:002:0097

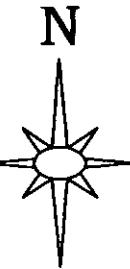
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S.89°25'E.
40.5'

P.O.B.

AREA
3,354.2 SQ. FT.
0.08 OF AN ACRE ±

N.2°12'W.
75.2'
M.90°06'N.
44.1'
S.0°35'W.
99.4'



T.6S., R.1W., S.L.M.

DECEMBER 7, 2009

SPONSOR: S. BURTON

SURVEYED BY: E.C.I.

DRAWN BY: WTL

CHECKED BY:

PLOT SCALE:

CD 10.11/14/2009 SPONSOR: BURTON/SARATOGA ALBN 3-13-08046

EXHIBIT "A"

SARATOGA JUMBERS 138KV LINE RELOCATION
CROSSING EASEMENT NO. 3
SARATOGA SPRINGS, UTAH COUNTY, UTAH

APPROVAL

DAN WATANABE

MANAGER ENGINEERING DESIGN

**ROCKY MOUNTAIN
POWER**
A DIVISION OF PACIFICORP

TRANSMISSION

SCALE: 1" = 100'

SHEET 1 OF 2

WO 5272997

REV.

"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."

SE 1/4 OF THE NE 1/4
SECTION 2

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CALVIN K. JACOB
FAMILY PARTNERSHIP
59:002:0097

3

**TOTAL AREA
127,896.8 SQ. FT.
2.94 ACRES ±**

AREA
128,616.0 SQ. FT.
(AS DESCRIBED)
MINUS 4,145.83 SQ. FT.=
124,470.17 SQ. FT.
2.86 ACRES ±

S. 12° 03' E.
2143.6'

NE 1/4 OF THE SE 1/4
SECTION 2

30°
60°
30°

14'
44'
30'

T.6S., R.1W., S.L.M.

N

DECEMBER 7, 2009
SPONSOR: S. BURTON
SURVEYED BY: E.C.L
DRAWN BY: WTL
CHECKED BY:
PLOT SCALE:

SARATOGA JUMBERS 138KV LINE RELOCATION
CROSSING EASEMENT NO.3
SARATOGA SPRINGS, UTAH COUNTY, UTAH



TRANSMISSION

REVA

SCALE: 1" = 20'

SHEET 2 OF

WO 5272997