

REV101512

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

Project Name:
Tract Number:
WO#:
RW#:

13-042-0074

COURTESY RECORDING
This document is being recorded solely as a courtesy
and an accommodation to the parties named herein.
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disclaims any responsibility or liability for the accuracy
or the content thereof.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, NIMBUS PROPERTIES, L.C. ("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 10.0 feet in width and 600.0 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 SALT LAKE 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:

A strip land being a portion of the Nimbus Properties, L.C. Parcel Utah County I.D. No.: 13:042:0074, said strip being situate within the Northeast Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Located in American Fork, County of Utah, State of Utah and being more particularly described as follows:

Beginning at a point on the grantors west line said point being North 89°53'25" West, along the north line of the Northeast Quarter of said Section 22, a distance of 1107.70 feet and South 0°06'35" West, perpendicular to said Section line, a distance of 434.50 feet, from the Northeast corner of said Section 22; and running thence South 44°35'46" East, along a line 10.00 feet northerly and parallel with the northerly line of the Pioneer Crossing off-ramp right of way line, a distance of 98.68 feet, to a point of curvature; thence southeasterly along the arc of a 2490.86 foot radius curve to the left, through a central angle of 2°37'18", a distance of 113.97 feet, the long chord of which bears South 53°14'04" East, a distance of 113.96 feet; thence North 35°39'50" East 165.84 feet; thence South 54°20'10" East, a distance of 10.00 feet; thence South 35°39'50" West, a distance of 165.78 feet, to a point in the arc of a non-tangent curve to the left; thence southeasterly along the arc of a 2490.86 foot radius curve to the left, through a central angle of 0°59'55", a distance of 43.42 feet, the long chord of which bears South 55°16'29" East, a distance of 43.42 feet, to a point of compound curvature; thence southeasterly along the arc of

a distance of 43.42 feet, to a point of compound curvature; thence southeasterly along the arc of a 2459.08 foot radius non-tangent curve to the left, through a central angle of 3°45'22", a distance of 161.20 feet, the long chord of which bears South 61°31'00" East, a distance of 161.18 feet, to the east line of grantors parcel; thence South 0°56'47" East, along said east line, a distance of 11.27 feet, to the southeast corner of said grantors parcel and the aforesaid norther right of way line; thence northwesterly along the arc of a 2469.08 foot non-tangent curve to the right, through a central angle of 3°53'05", a distance of 167.41 feet, the long chord of which bears North 61°34'23" West, a distance of 167.38 feet, to a point of compound curvature; thence Northwesterly along the arc of a 2500.86 foot radius curve to the right, through a central angle of 3°52'22", a distance of 169.04 feet, the long chord of which bears North 53°50'43" West, a distance of 169.01 feet; thence North 44°35'46" West, continuing along aforesaid right of way line, a distance of 89.20 feet, to the southwest corner of the grantors parcel; thence North 0°03'29" East, along the west line of the grantors parcel, a distance of 14.23 feet, to the point of beginning.

Contains: 5,923 Square Feet, or 0.136 of an Acre.

Assessor Parcel No. 13:042:0074

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 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 13th day of October, 2015.

Nimbus Properties LC. GRANTOR
[Handwritten signature]
GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

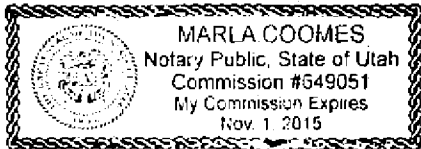
STATE OF Utah)
) ss.
County of Utah)

On this 13th day of October, 20 15, before me, the undersigned Notary Public in and for said State, personally appeared Bryce K. Taylor (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.


Marla Coomes

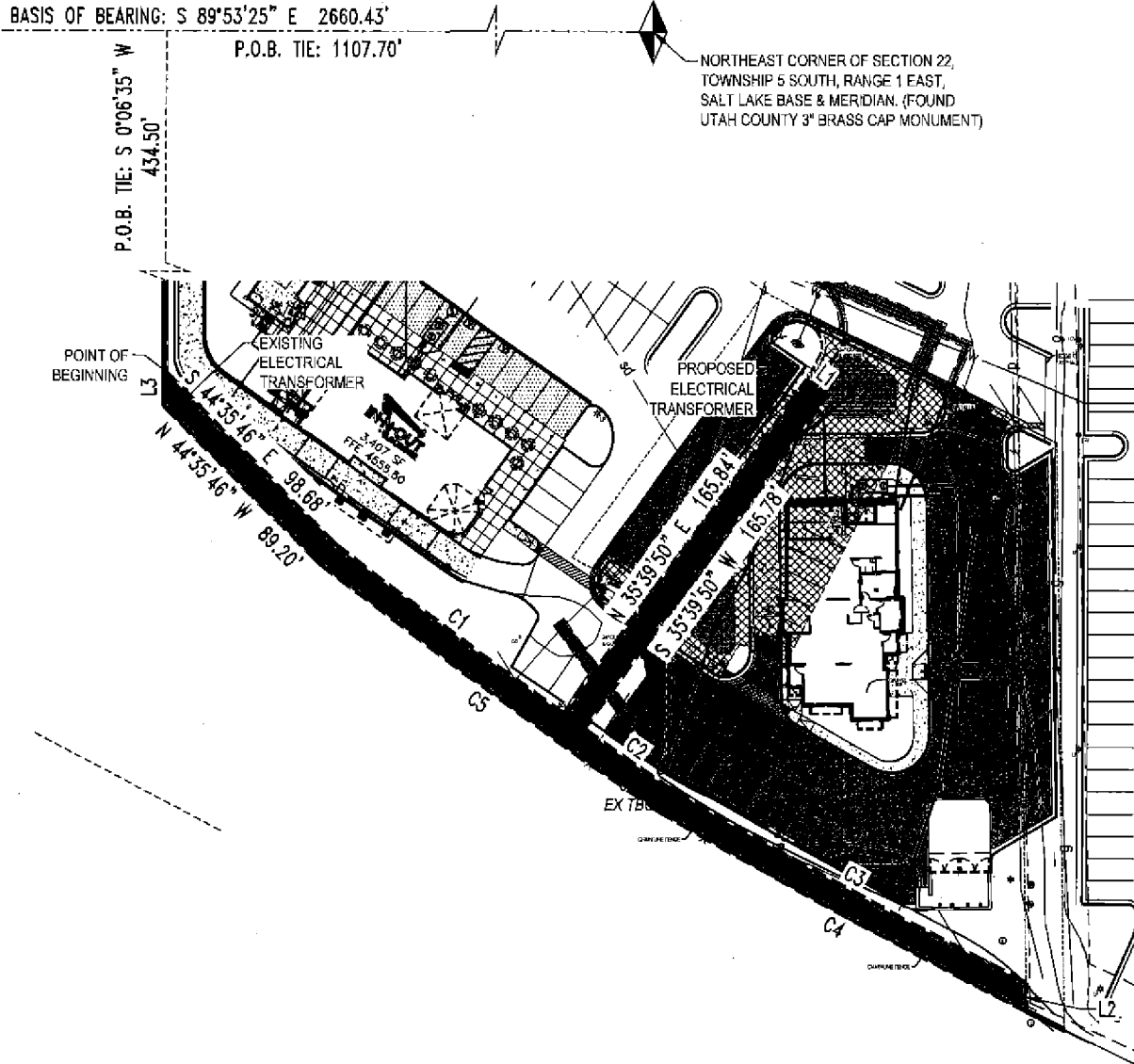
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Provo, Utah (city, state)
My Commission Expires: 11-1-2015 (d/m/y)

Property Description
 Quarter: NE Quarter: Section 22 Township 5 (S),
 Range 1 (E), **SALT LAKE BASE & MERIDIAN**
 County UTAH State: UTAH
 Parcel Number: 13:042:0074

SCALE: 1"=60' 



CC#: _____ WO#: _____
 Land owner Name: _____
 Drawn by: _____

EXHIBIT A

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.



SCALE: 1"=60'