

REV101512
Return to:
Rocky Mountain Power
Lisa Louder/mki
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

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10/03/2013 12:26 PM \$28.00
Book - 10182 Pg - 8375-8382
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: ZJM, DEPUTY - WI 8 P.

Project Name: Oquirrh to Terminal
Project Tract Number: OT-S1-0065
WO#: 10037889
RW#: 20090307

RIGHT OF WAY AND EASEMENT GRANT

Naniloa Investment Company, Ltd, a Utah limited partnership, whose address is 780 South 5600 West, Salt Lake City, UT 84104 ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement and right of way ("Easement") over and across a certain parcel of real property owned by Grantor ("Grantor's Land") located in Salt Lake County, State of Utah. Grantor's Land is more particularly described in Exhibit "A", the legal description of the Easement referred to herein as the "Easement Area" is more particularly described and shown on Exhibit "B" attached hereto and by this reference made a part hereof.

1. Easement Grant. The purpose of this Easement is to allow Grantee to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area. This easement grant is for one electric line and all associated appurtenances thereto.

2. Access. Grantee shall have a right of access along and within the described Easement Area, and the right of access to the Easement Area over and across Grantor's Land in such locations as may be reasonably necessary or convenient to carry out the purposes for which this Easement is granted. Grantee agrees to access Grantor's property through the Grantor's security gate. Grantor may not fence the Easement Area or preclude access in a manner that will preclude continuous longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee.

Grantee shall, at Grantee's expense, have the right to modify Grantor's fence by adding a gate at any time as may be required to exercise the rights granted herein. Grantee agrees to provide plans for any fence modifications to Grantor of its approval prior to installation. Grantor will not unreasonably withhold its approval so long as Grantee's installation does not adversely affect the security of Grantor's property. Gates installed by Grantee shall be consistent with grantor's existing fence to the extent practical. The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

3. Grantor's Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or structure of any kind or nature; b) excavate closer than fifty feet (50') from any pole or structure; c) excavate anywhere in the Easement Area in a manner that undermines or removes lateral support from any pole or structure, or that prevents or impairs Grantee's access to any pole or structure; d) place or use anything, including equipment or vehicles that exceeds twelve feet (12') in height; e) increase the existing ground elevation; f) light any fires or store flammable or hazardous materials; or g) otherwise use the Easement Area in any manner that violates the National Electric Safety Code or Grantee's safety clearance standards, as may be amended from time to time.

4. Vegetation Management. Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12') or outside of the Easement Area that will grow within twenty-five (25') feet of the transmission line conductor. Grantee shall have the right to prune or remove all vegetation in violation of the foregoing or, in its reasonable opinion, interferes with, is causing, or may cause a threat of harm to its facilities or improvements.

5. Miscellaneous Provisions.

5.1 Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.

5.2 Amendments. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.

5.3 No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

5.4 Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

5.5 Jury Waiver. To the fullest extent permitted by law, Grantor and Grantee each 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 easement. Grantor and Grantee 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 Sept., 2013.

NANILOA INVESTMENT COMPANY, LTD.

By: [Signature]

Its: Partner

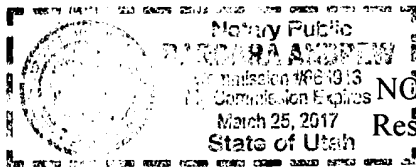
Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of SL)

On this 23 day of Sept, 20 13, before me, the undersigned Notary Public in and for said State, personally appeared Robert Brasler (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.

[Signature]
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: SL (city, state)
My Commission Expires: 3/25/17 (d/m/y)

**Exhibit A
(Grantor's land)**

Tax ID# 14-11-200-017

Property located in the County of Salt Lake, State of Utah, more particularly described as follows:

That portion of the East ½ of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, lying North of the property owned by Western Pacific Railroad Company as conveyed by Warranty Deed recorded April 20, 1906, Book 7 "O" of Deeds, Page 2 and 3, Entry No. 207046 and also conveyed by Warranty Deed, recorded March 12, 1917, Book 9 "V" of Deeds, Pages 427 and 428, as Entry No. 375163.

LESS AND EXCEPTING THEREFROM:

That property conveyed to Utah Power and Light Company, a corporation, by Warranty Deed recorded August 31, 1965, as Entry No. 2107655 in Book 2371 at Page 20, Salt Lake County Recorder's Office. TOGETHER WITH RESERVATIONS as set forth in that certain Warranty Deed between Joseph K. Knorr and Belva P. Knorr, as Grantor and Utah Power and Light Company, a corporation, as Grantee, recorded 08/31/1965 as Entry No. 2107655 in Book 2371 at Page 20, Salt Lake County Recorder's Office.

ALSO LESS AND EXCEPTING THEREFROM:

Beginning at the Northeast corner of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 0 deg. 01'17" West along the Section line, which is also the center line of 5600 West Street, 981.45 feet to a point on the Northerly right of way line of the Union Pacific Railroad; thence South 77 deg. 45'46" West along said right of way line 68.56 feet to a point 67.00 feet perpendicularly distant Westerly from said center line; thence North 0 deg. 01'17" East 909.13 feet; thence North 43 deg. 46'11" West 34.63 feet; thence North 89 deg. 54'13" West 250.00 feet; thence North 87 deg. 02'29" West 400.50 feet; thence North 89 deg. 54'13" West 656.03 feet to a point on the East line of the Utah Power & Light corridor; thence North 0 deg. 01'15" East along said East line 42.00 feet to a point on the North line of said Section 11; thence South 89 deg. 54'13" East along said section line 1,396.97 feet to the point of beginning.

ALSO: Beginning at the North quarter corner of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89 deg. 54'13" East along the North line of said Section 11 1,126.80 feet to a point on the West line of the Utah Power and Light Corridor; thence South 0 deg. 01'15" West 42.00 feet; thence North 89 deg. 54'13" West 1,126.90 feet; thence North 0 deg. 09'41" East 42.00 feet to the point of beginning.

Exhibit A
(Grantor's land)
(continued)

ALSO LESS AND EXCEPTING THEREFROM:

Beginning at a point which is East 1,851.75 feet, and South 932.76 feet from the North Quarter Corner of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence East 313.03 feet, more or less; thence South 159.14 feet, more or less; thence South 77 deg. 45'46" West 320.31 feet, more or less; thence North 227.03 feet, more or less, to the point of beginning.

Exhibit B
(Easement Area)

Grantor

Naniloa Investment Company, Ltd., a Utah limited partnership
Tax ID# 14-11-200-017

DESCRIPTION - Easement Area

An easement of variable width being a portion of the Northeast quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, situate in the County of Salt Lake, State of Utah, more particularly described below:

Commencing at the Northeast corner of said Section 11, from whence the North one quarter corner of said Section 11 bears North 89° 39' 59" West, 2653.95 feet;

Thence North 89° 39' 59" West, 1600.17 feet, coincident with the North line of said Section 11;

Thence South 00° 11' 41" West, 42.00 feet, to a point on the North line of the Grantor's property, said point also being the POINT OF BEGINNING;

Thence South 00° 19' 47" West, 558.53 feet;

Thence South 00° 19' 14" West, 730.70 feet, to a point on the South line of the Grantor's property;

Thence North 78° 16' 26" East, 54.30 feet, coincident with said South line of the Grantor's property;

Thence North 78° 00' 00" East, 20.12 feet, also coincident with said South line of the Grantor's property to the Southeast corner of the Grantor's property;

The following two (2) calls are, coincident with the West line of the property conveyed by Warranty Deed recorded August 31, 1965, Book 2371 at Page 20, Entry Number 2107655, said West line being the East line of Grantor's property,

1. Thence North 00° 24' 30" East, 713.66 feet;
2. Thence North 00° 15' 39" East, 559.91 feet to the Northeast corner of Grantor's property;

Thence North 89° 39' 59" East, 73.18 feet, coincident with the North line of Grantor's property to the POINT OF BEGINNING;

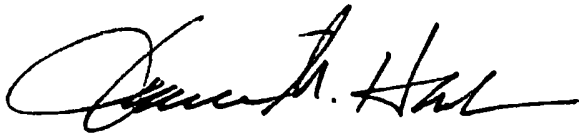
Containing 2.2 acres, more or less.

Exhibit B
(Easement Area)
(continued)

All as shown on Exhibit B-1 attached hereto and made a part hereof.

Bearings are expressed in terms of the Utah Coordinate System 1983 Central Zone.
Distances are ground distances.

Prepared by:



James M. Hart, PLS 8051637-2201

Date: 12/5/2011

**Exhibit B-1
(Easement Area Drawing)**

