

REV05042015

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

Ent 530811 Bk 872 Pg 745 - 748
Date: 06-SEP-2018 1:04:43PM
Fee: \$14.00 Cash Filed By: JAC
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: ROCKY MOUNTAIN POWER

Project Name: Dominion Energy Well Site - Moab
WO#: 6512838
RW#: 2018R0073

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Kane Springs LLC, a Utah limited liability company ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 236.29 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 Grand 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 CENTERLINE DESCRIPTION OF A PROPOSED 10 FOOT

RIGHT OF WAY IS IN THE SOUTHEAST QUARTER OF SECTION 16, T26S, R21E, SLB&M. THE BASIS OF BEARING IS N 01°09'43" W 2639.78 FEET FROM THE SOUTHEAST CORNER OF SECTION 16 TO THE EAST QUARTER CORNER OF SECTION 16, T26S, R21E, SLB&M;

BEGINNING AT POWER BOX WHICH IS 448.77 FEET ALONG SECTION LINE N 01°09'43" W AND 311.02 FEET N 90°00'00" W FROM THE SOUTHEAST CORNER OF SECTION 16, T26S, R21E, SLB&M;
THENCE S 01°34'16" E 139.91 FEET,
THENCE S 36°41'38" W 25.14 FEET,
THENCE N 53°41'39" W 21.16 FEET
TO THE POINT OF TERMINUS AND
PROPOSED RECTIFIER & POWER METER.

CONTAINS - 1862.14 SQ FEET - 0.043 ACRES

Assessor Parcel No.

03-0016-0002

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.

Grantee shall, within a reasonable period of time, repair any damage caused to Grantor's land resulting from Grantee's activities on the Easement area, to as near as practicable the condition that existed prior to such activities.

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 31 day of July, 2018.



Mark C Hendricks, for
Kane Spring, LLC - GRANTOR

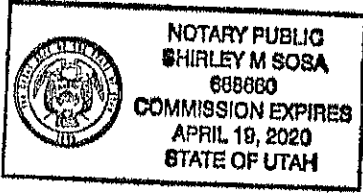
[Notary Acknowledgements Follow]

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Wasatch)

On this 31 day of July, 2018, before me, the undersigned Notary Public in and for said State, personally appeared Mark C. Hendricks (name), known or identified to me to be the authorized representative (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 Kane Springs, LLC, a Utah limited liability compay (entity name), 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.



Shirley M. Sosa

(notary signature)

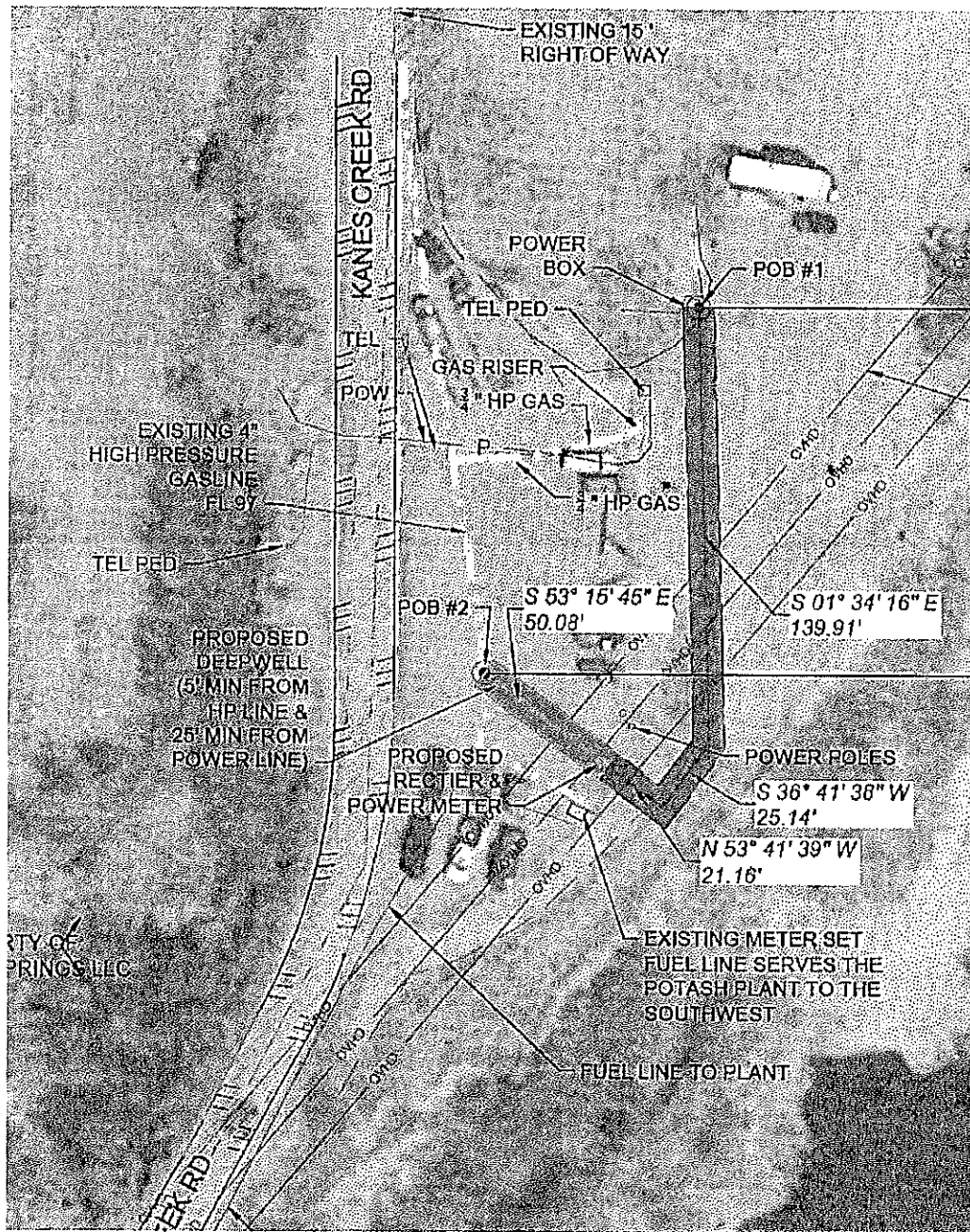
Property Description

10' X 236.29'

Section 16



T.26S., R.21E., SLB&M



CC
 WO: 6512838
 NAME: Dominion Energy Well Site
 DRAWN BY: LBB

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.

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EXHIBIT A

PacifiCorp

SCALE: No Scale

SHEET 1 OF 1

ROW #: 2018R0073