



"W2321066"

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

WO#: 10033267  
RW#: 20070184SM

20  
EH 2321066 PG 1 OF 6  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
12-FEB-08 904 AM FEE \$20.00 DEP SPY  
REC FOR: PACIFICORP

## RIGHT OF WAY GRANT

Canterbury Crossing Investments, LLC, whose address is 900 Gramercy Avenue, Ogden, Utah ("Grantor") hereby conveys and warrants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement and right of way ("Easement") over and across "Grantor's Land", as shown on attached Exhibit A, situated in Weber County, Utah (the "Grantor's Land") Tax Parcel #: 08-034-0004.

The legal description of the "Easement Area" is attached hereto as Exhibit "B" and by reference made a part of this easement grant.

1. **Easement Grant.** This Easement is granted for value received, the receipt and sufficiency of which is hereby acknowledged. Pursuant to this Easement, Grantee shall have the right 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, props, conductors, wires, cables and other lines, all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area.

2. **Access.** Grantee shall have a right of access within and along the described Easement Area together with 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, as more particularly shown on Exhibit(s) A & B. [Grantor may not fence the Easement Area or preclude access in a manner that will impair travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee.] The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

3. **Use.** 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 fifteen (15) feet from any pole or structure; c) place or use anything, including equipment or vehicles that exceeds twelve (12) feet in height; d) increase the existing ground elevation; e) light any fires or store flammable or hazardous materials; or f) 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 (12) feet 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 any and all vegetation in violation of the foregoing or, in its reasonable opinion, which interferes with or is causing or may cause a threat of harm to its facilities or improvements.

**5. Miscellaneous Provisions.**


**5.1 Authority.** The individual executing this Easement does thereby represent and warrant to Grantor that he or she has been duly authorized to sign this Easement in the capacity and for the entities set forth where he or she signs.

**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, successor, and assigns.

**5.3 No Waiver.** The failure to enforce or perform any provision set forth in this Easement shall not be deemed to be 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.

DATED this 17<sup>th</sup> day of JANUARY, 2008.

  
John J. Thomas  
manager

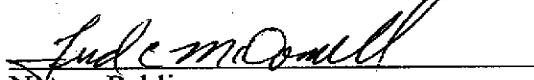
**REPRESENTATIVE ACKNOWLEDGMENT**

STATE OF UTAH

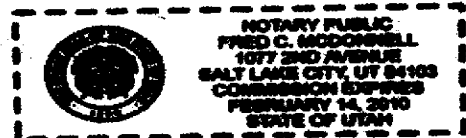
ss.

County of SALT LAKE

This instrument was acknowledged before me on this 17<sup>th</sup> day of JANUARY 2008, by John J. Thomas, as Manager of Canterbury Crossing Investments, LLC.

  
Notary Public



My commission expires: FEBRUARY 14, 2010

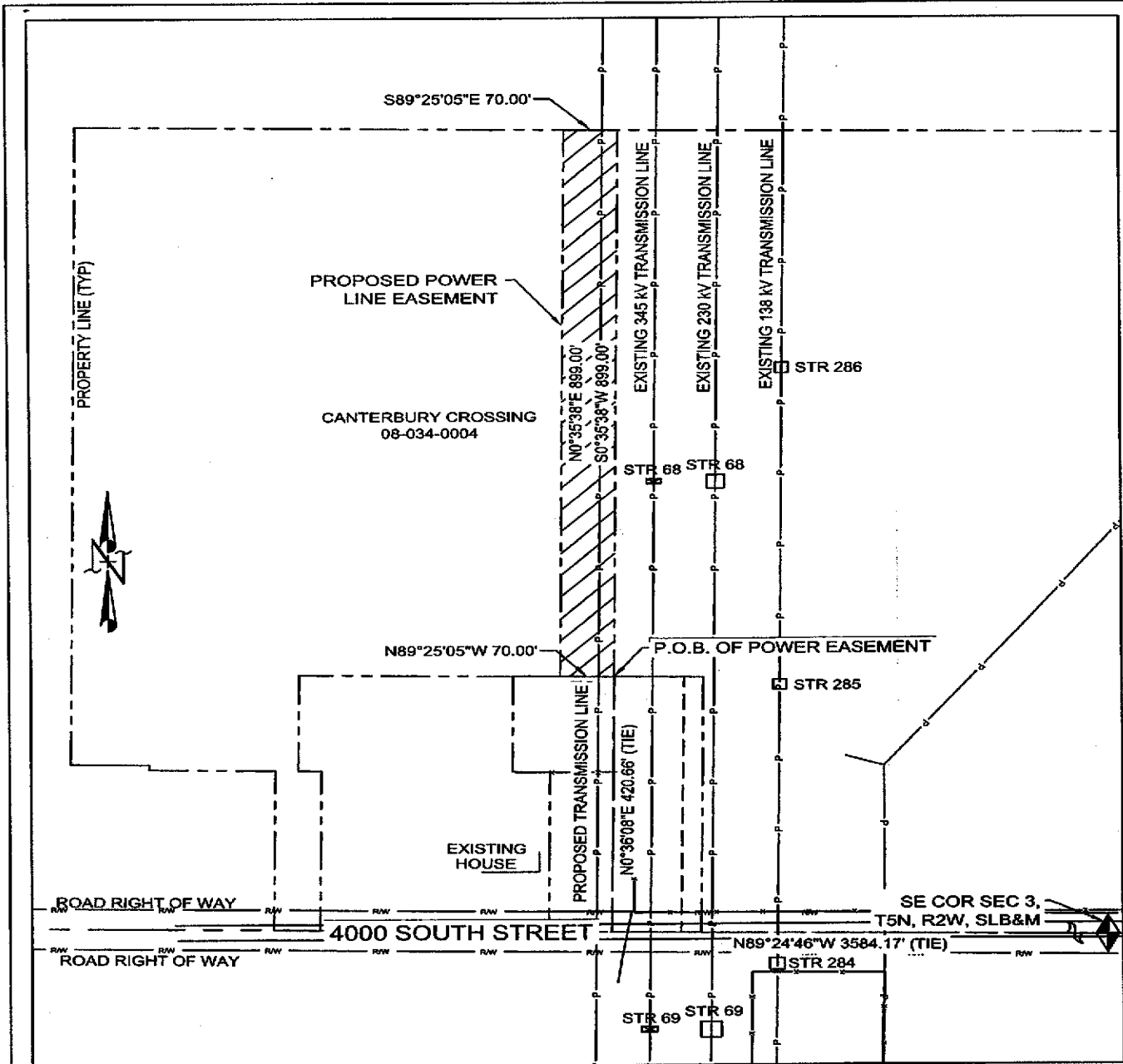


Tax Parcel No. 08-034-0004

ALL OF THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WESTERLY OF THE ROY WATER CONSERVANCY SUBDISTRICT LINE PART OF THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING AT A POINT 2359.50 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND RUNNING THENCE NORTH 80 RODS, THENCE WEST 1930.5 FEET, THENCE SOUTH 63.5 RODS, THENCE EAST 101.5 FEET, THENCE SOUTH 8.25 FEET, THENCE EAST 165 FEET, THENCE SOUTH 264 FEET, THENCE EAST 60 FEET, THENCE NORTH 264 FEET, THENCE WEST 30 FEET, THENCE NORTH 157 FEET, THENCE EAST 525 FEET, THENCE SOUTH 421 FEET, THENCE EAST 1109.00 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM THAT PORTION WITHIN THE LAYTON CANAL.

TOGETHER WITH AND SUBJECT TO RIGHT OF WAY.

REV 0	DATE: 1/7/08	DESC. RMP-018 CANTERBURY CROSSING	BY SAM	CHK SB	APP KT
 <b>ELECTRICAL CONSULTANTS, INC.</b> SALT LAKE CITY, UTAH <small>1410 South 600 West Woods Cross, UT 84007 (801) 292-9954</small>		EXHIBIT "A" PARENT TRACT CANTERBURY CROSSING INVESTMENTS, LLC PROPERTY SECTION 13, T.5.N., R.2.W. SALT LAKE BASE & MERIDIAN		 <b>ROCKY MOUNTAIN POWER</b> <small>A DIVISION OF PACIFICORP</small>	
					SCALE NONE





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 RIGHT OF WAY HEREIN GRANTED

REV 0	DATE: 10/2/07	DESC. RMP-018 CANTERBURY CROSSING	BY SAM	CHK JH	APP SB
		EXHIBIT "B" SHEET 1 OF 2 THROUGH CANTERBURY CROSSING INVESTMENTS, LLC PROPERTY SECTION 3, T.5.N., R.2.W. SALT LAKE BASE & MERIDIAN			
					SCALE 1"=200'

PARCEL NO. 08-034-0004 *DT*  
 CANTERBURY CROSSING INVESTMENTS, LLC

An easement across land situate in the Southwest Quarter of Section 3, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah. The boundaries of said easement are described as follows, to wit:

Beginning at a point on the south line of the Grantor's land and the west line of an existing easement in favor of Utah Power and Light which is 3584.17 feet N.89°24'46"W along the section line and 420.66 feet N.00°36'08"E from the Southeast Corner of said Section 3 and running thence N.89°25'05"W 70.00 feet along said south line; thence N.00°35'38"E 899.00 feet to the north line of the Grantor's land; thence S.89°25'05"E 70.00 feet along said north line to said west line of an easement; thence S.00°35'38"W 899.00 feet along said west line to the point of beginning. The above-described easement contains 62,930 square feet or 1.445 acres.

REV 0	DATE 10/2/07	DESC. RMP-018 CANTERBURY CROSSING	BY SAM	CHK JH	APP SB
 <b>ELECTRICAL CONSULTANTS, INC.</b> SALT LAKE CITY, UTAH <small>1410 South 800 West Woods Cross, UT 84087 (801) 292-9854</small>		EXHIBIT "B" SHEET 2 OF 2 THROUGH CANTERBURY CROSSING INVESTMENTS, LLC PROPERTY SECTION 3, T.S.N., R.2.W. SALT LAKE BASE & MERIDIAN		 <b>ROCKY MOUNTAIN POWER</b> <small>A DIVISION OF PACIFICORP</small>	
				SCALE NONE	