

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

Project Name: West Point 138-12.5 kV sub
WO#: 10034904.YJ
RW#: 20070346
19852A-BJ

RIGHT OF WAY EASEMENT

For value received, **Richard H. Thornley, Trustee of the Richard H. Thornley Family Trust dated the 5th day of February, 1999, and Karen F. Thornley, Trustee of the Karen F. Thornley Family Trust dated the 5th day of February, 1999** ("Grantors"), 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 for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, or under the surface of the real property of Grantor in **Davis County, State of Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

Parcel no: 12-040-0012, 12-039-0010, & 12-039-0005
Legal Description

An easement 50 feet in width, situate in the South half of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah. Said easement being 25 feet perpendicularly distant each side of the following centerline, to wit:

Beginning at a point on the east line of grantors land, which point is 2324.98 feet N.89°27'46"W along the Section line and South 0°23'45" West 1125.43 feet from the East Quarter Corner of said Section 5 and running thence N89°28'30"W 1105.52 feet parallel to and 25 feet perpendicularly distant southerly along the grantors north line and terminating at the West line of grantors land. The sidelines of said easement shall be prolonged or shortened so as to intersect the boundary lines of said grantors parcel at the point of beginning and termination. The above-described parcel contains 55,276 square feet or 1.269 acres, more or less.

Also beginning at a point on the north line of grantors land which point is 978.62 feet S89°27'53"E along the Center Quarter Section line and 634.60 feet S31°12'14"E from the West Quarter Corner of said Section 5 and running thence S31°12'14"E 718.41 feet along grantors east line; thence N89°28'30"W 25.87 feet; thence parallel to and 22 feet perpendicularly distant from grantors east line N31°12'14"W 668.82 feet to the west line of grantors land; thence N00°14'10"E 42.18 feet along grantors west line to the point of beginning. The above-described parcel contains 15,259 square feet or 0.350 acres, more or less.

Total of the above-described easement contains 70,522 square feet or 1.62 acres, more or less.

Assessor Parcel No. 12-040-0012, 12-039-0010, & 12-039-0005

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 and adjacent lands 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), 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, reasonably repair any damages caused to Grantor's land resulting from the reconstruction, operation, repair, replacement, or maintenance of Grantee's facilities as near as reasonably possible to its pre-construction condition.

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

Dated this 14th day of December 2011.

GRANTOR:

Richard H. Thornley, Trustee of the Richard H. Thornley Family Trust dated the 5th day of February, 1999, and Karen F. Thornley, Trustee of the Karen F. Thornley Family Trust dated the 5th day of February, 1999

By: Richard H. Thornley, Trustee
RICHARD H. THORNLEY

Its: Trustee

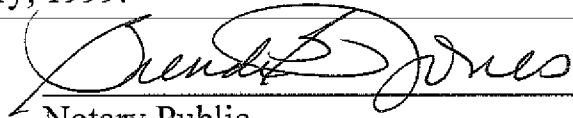
By: Karen F. Thornley, Trustee
KAREN F. THORNLEY

Its: Trustee

REPRESENTATIVE ACKNOWLEDGEMENT

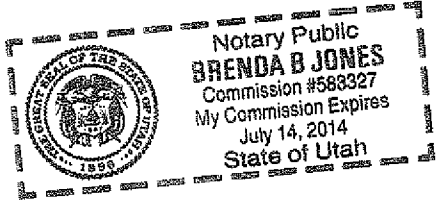
State of Utah }
 }
County of Salt Lake }

This instrument was acknowledged before me this 14th day of December, 2011, by RICHARD H. THORNLEY, as Trustee of the RICHARD H. THORNLEY FAMILY TRUST dated the 5th day of February, 1999.



Notary Public

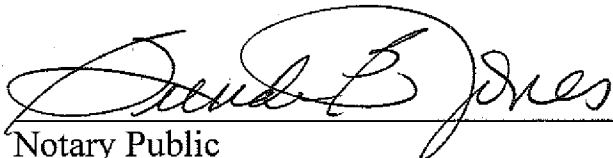
My commission expires: 7/14/2014



REPRESENTATIVE ACKNOWLEDGEMENT

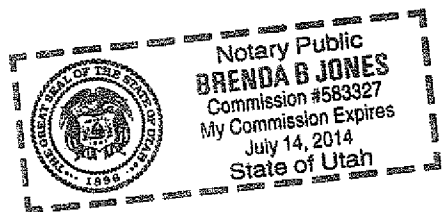
State of Utah }
 }
County of Salt Lake }

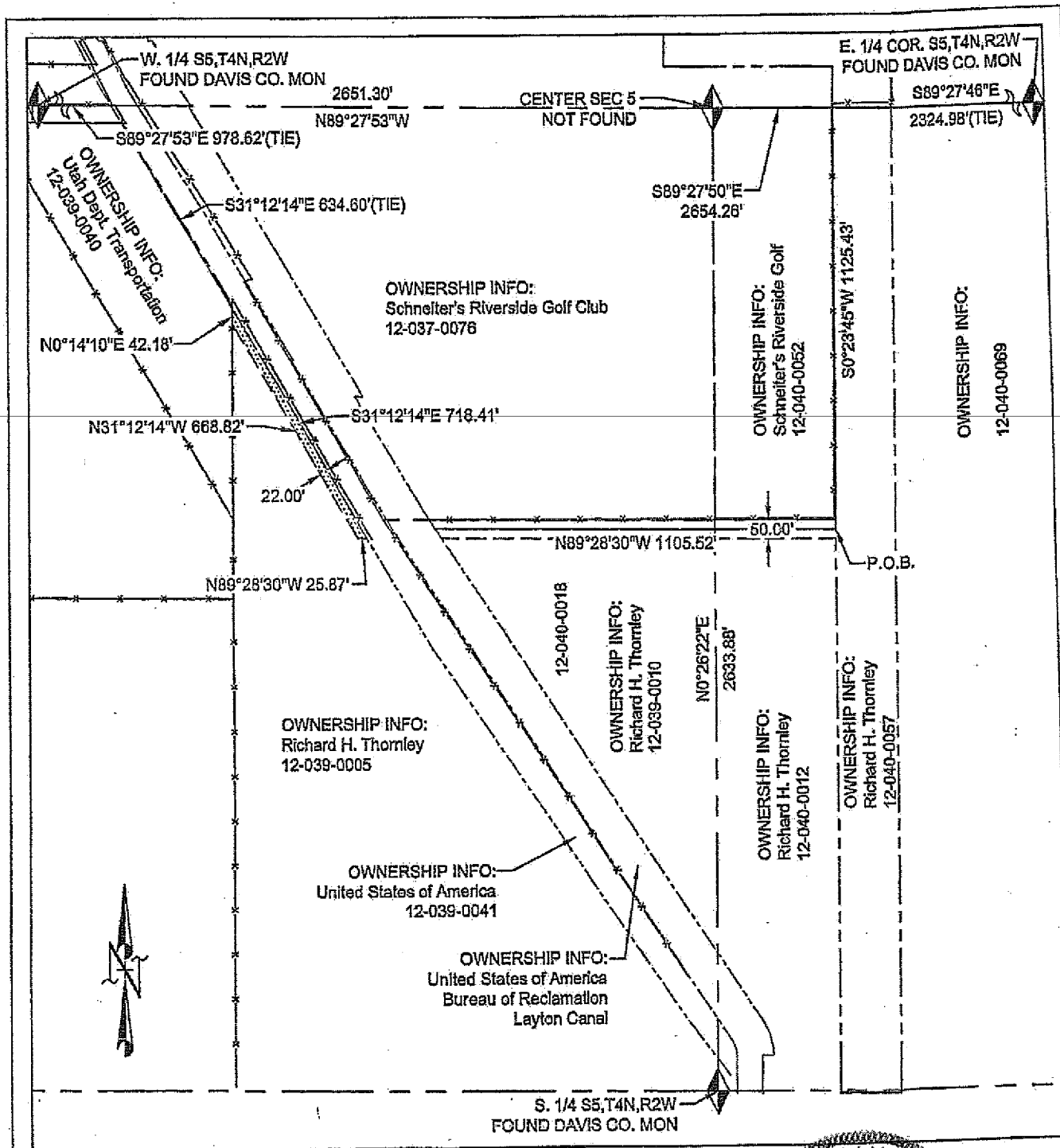
This instrument was acknowledged before me this 14th day of December, 2011, by KAREN F. THORNLEY, as Trustee of the KAREN F. THORNLEY FAMILY TRUST dated the 5th day of February, 1999.



Notary Public

My commission expires: 7/14/2014



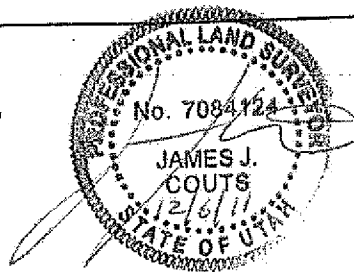


EASEMENT DESCRIPTION:

An easement over property owned by Richard H. Thornley, ("Grantors"), situate in Section 5, Township 4 North, Range 2 West, Salt Lake Base & Meridian, Weber County, Utah, and being more particularly described as follows:

The portion of "Grantor's" land shown above (see easement document)

Contains: 1.62 acres, more or less, (as described)



REV	DATE	DESC.	BY	CM	CHK	SB	APP	KT
	09/22/10							



EXHIBIT "A"
THROUGH RICHARD H. THORNLEY PROPERTY
SECTION 5, T.4.N., R.2.W.
SALT LAKE BASE & MERIDIAN

