REVIOISI2
Return to:
Rocky Mountain Power
Lisa Louder/Del Edwards
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: <u>Antea USA Inc.Com</u> Project Tract Number: <u>16-29-477-001</u>

WO#: <u>05722687</u> RW#: 11709646

08/21/2013 12:49 PM \$14.00

Book - 10171 P9 - 30-32

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: LDT, DEPUTY - WI 3 P.

## **RIGHT OF WAY EASEMENT**

For value received, Wall Street Land Co., ("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 feet in width and 100 feet in length, more or less, 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 therefore; 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 Salt Lake 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:

Legal Description: N 141.25 FT OF W 132 FT OF LOT 9 BLK 23 TEN AC PLAT A BIG FIELD SUR.

## Assessor Parcel No. 1629477001

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 therefore) 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.

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

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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. **GRANTOR** Acknowledgment by Trustee, or Other Official or Representative Capacity: STATE OF \_\_\_\_\_) \_\_, 2013, before me, the undersigned Notary Public in and On this \_\_\_\_ day of \_\_\_\_\_\_, 2013, for said State, personally appeared (representative's name), known or identified to me to be the person whose name is subscribed as \_(title/capacity in which instrument is executed) of and acknowledged to me that (he/she/they) 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. (notary signature) NOTARY PUBLIC FOR \_\_\_\_\_\_ (state) (city, state) Residing at: \_\_\_ My Commission Expires: Για νο γνήσιφ της υπογραφής Δήμος Νέος Γ ΚΕΠ 90: 0 / 3/

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