

11772171
12/09/2013 12:14 PM \$16.00
Book - 10197 Pg - 7385-7388
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: TAR, DEPUTY - WI 4 P.

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

Project Name: Stark 39 LLC
Tract No.: 16-32-428-012
WO#: 05799970
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Stark 39 LLC** ("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 **170** 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 **Salt Lake 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: BEG N 89° 47'20" E 284.54 FT & N 0° 17'24" E 20 FT FR SW COR LOT 1, BLK 22, 10 AC PLAT A, BIG FIELD SUR; N 0° 17'24" E 275.21 FT; N 89° 47'20" E 284.6 FT; N 0° 18'14" E 52.75 FT; E 25.2 FT; N 0° 18'43" E 20 FT; W 25.2 FT; N 0° 18'14" E 91.1 FT; E 40.21 FT; S 0° 18'43" W 52.1 FT; E 143 FT; S 0° 18'43" W 236.28 FT; S 89° 47'20" W 163 FT; S 0° 18'43" W 150 FT; S 89° 47'20" W 304.69 FT TO BEG.

Assessor Parcel No. 16324280120000

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.

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 25 day of November, 2013.



(Insert Grantor Name Here) GRANTOR

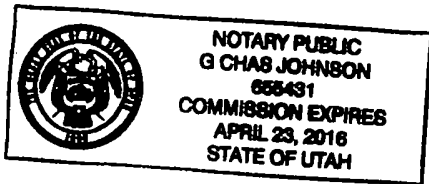
(Insert Grantor Name Here) GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 25th day of November, 2013, before me, the undersigned Notary Public in and for said State, personally appeared TOM HENRIKSON (name), known or identified to me to be the MANAGER (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.

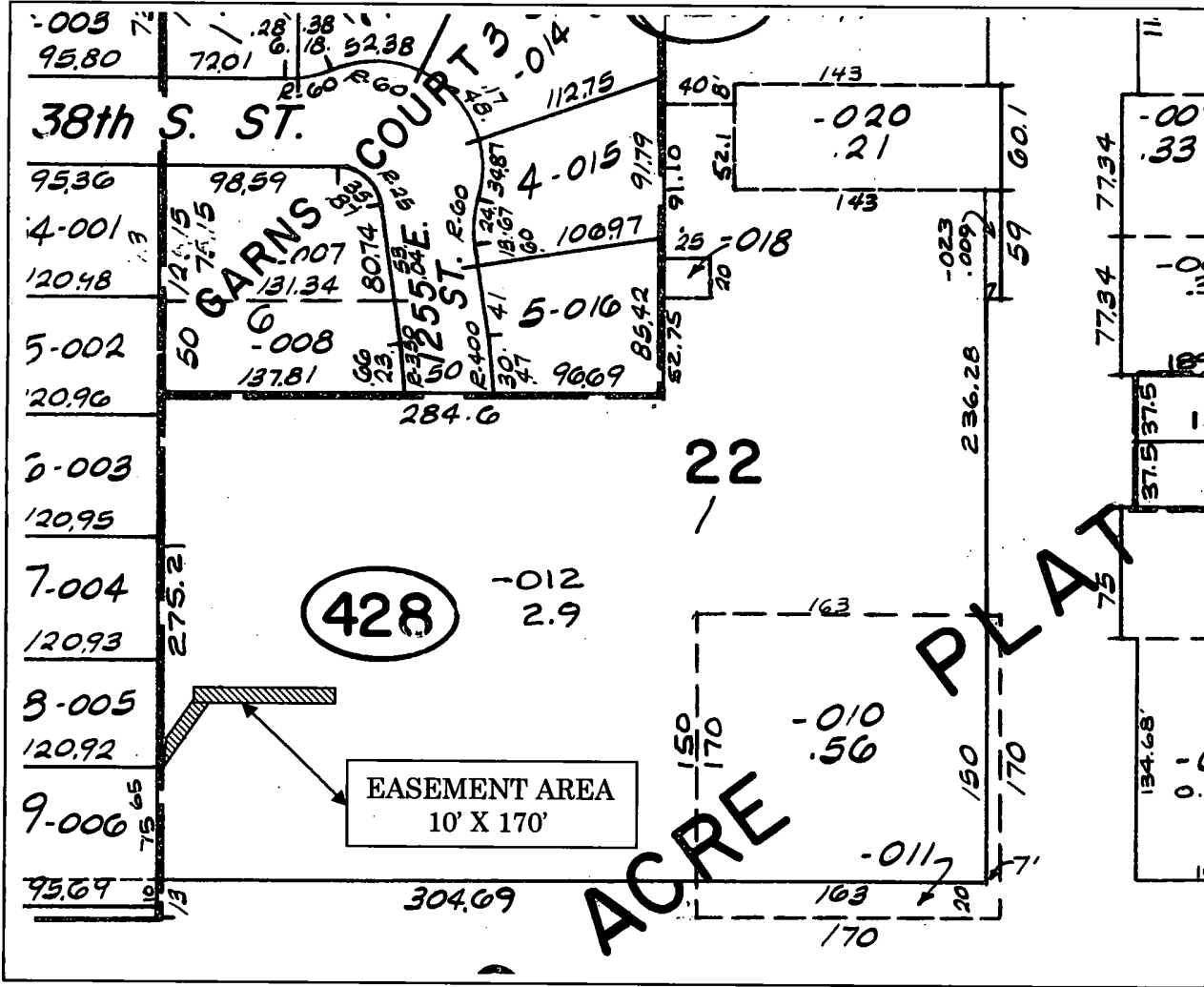
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



G. Chas. Johnson (notary signature)
NOTARY PUBLIC FOR Utah (state)
Residing at: Heber, UT (city, state)
My Commission Expires: 23/4/2016 (d/m/y)

Property Description

Quarter: E 1/2 Quarter: SE 1/4 Section: 32 Township 1S, Range 1E,
 Salt Lake Meridian County: Salt Lake State: Utah
 Parcel Number: 1632428012



CC#: 11441 WO#: 05799970

Landowner Name: Stark 39 LLC

Drawn by: p11710

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.

EXHIBIT A



SCALE: NTS