

REV101512

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

Project Name: HB MANAGEMENT
Tract No.:
WO#: 005806840
RW#: 3

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, LOVE'S TRAVEL STOPS & COUNTRY STORE Inc. ("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 15 feet in width and 1525 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 SEVIER 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: The following description is for the centerline of a 15-foot power line easement:
Commencing at the South East Corner of Section 36, Township 21 South, Range 1 West, of the Salt Lake Base and Meridian, Thence South 87°05'08" West 2,555.44 feet to the South 1/4 Corner of the same Section 36, Thence North 16°38'53" East a distance of 785.08 feet to the True Point of Beginning, Thence South 89°10'05" East a distance of 629.66 feet, Thence South 89°31'51" East a distance of 200.31 feet, Thence South 00°34'55" West a distance of 130.90 feet, Thence South 15°07'40" East a distance of 333.08 feet, Thence South 00°47'31" West a distance of 231.08 feet to the South line of Section 36.

Assessor Parcel No.

Parcel# 1-35-40
1-55-4C

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.

DOC # 00383784

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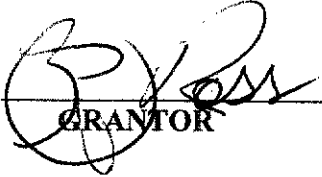


At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, 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 14 day of March, 2014


GRANTOR

J.T. Ross, Vice President
Construction & Environmental

GRANTOR

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Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Oklahoma)
) ss.
County of Oklahoma)

On this 14 day of March, 2014, before me, the undersigned Notary Public in and for said State, personally appeared J.T. Ross, (name), known or identified to me to be the _____ (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.

Barbara M. Young
(notary signature)



NOTARY PUBLIC FOR Oklahoma (state)
Residing at: Oklahoma City, OK (city, state)
My Commission Expires: 8/30/14 (d/m/y)

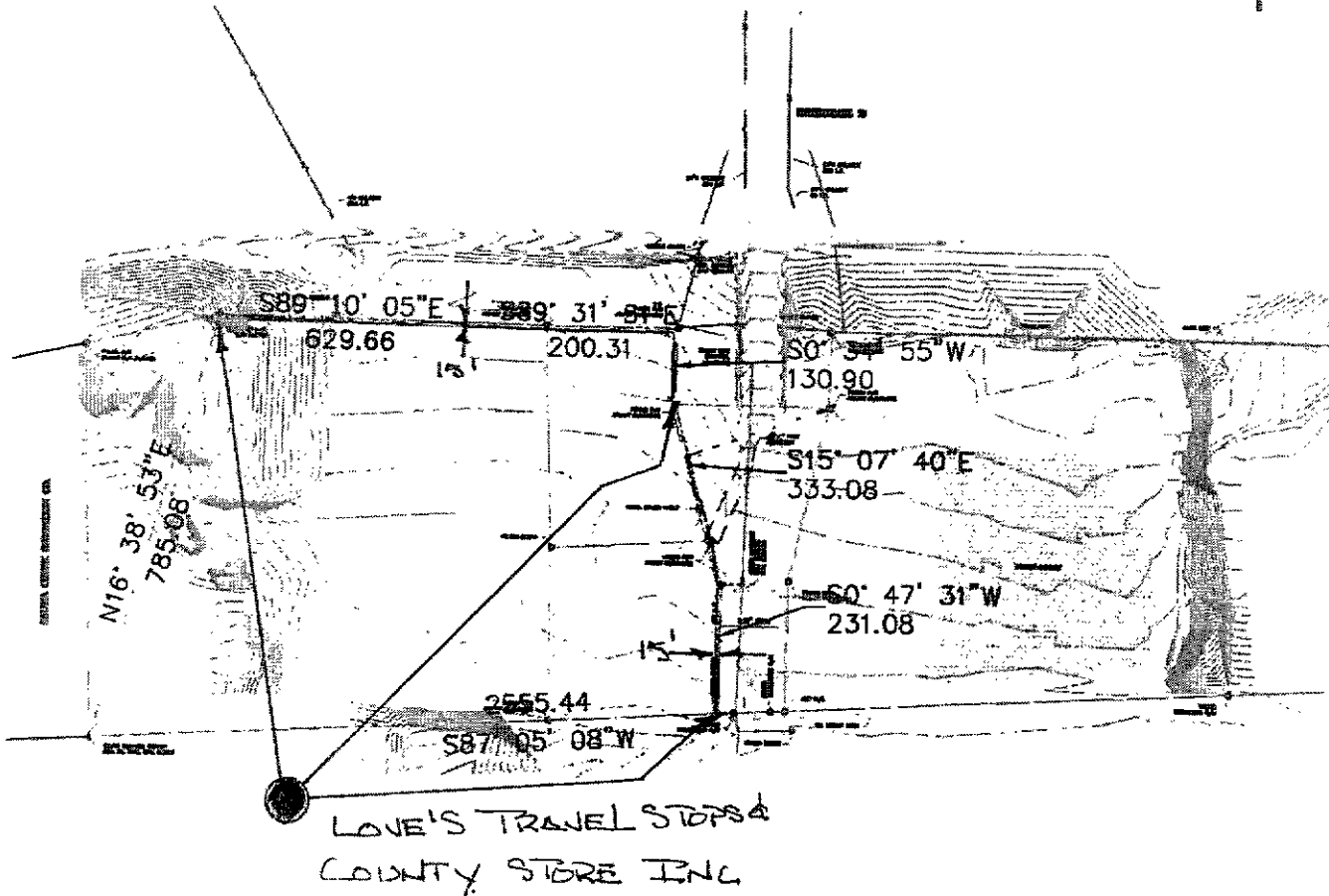
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Property Description

Quarter: _____ Quarter: _____ Section: 36 _____ Township 21 S, Range 1
 W, _S.L.B & _____ Meridian
 County: SEVIER State: UTAH
 Parcel Number: _____



CC#: 11371 WO#: 005806840

Landowner Name: LOVES TRAVEL

STOPS

EXHIBIT A

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.



SCALE: _____

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