

REV101512

Return to:

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

Project Name: LOVES

Tract No.:

WO#: 05859668

RW#: 2

DOC # 00386334

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10/09/2014 12:05:43 PM Fee \$18.00 By ROCKY MOUNTAIN POWE

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 512 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 along the section line a distance of 1451.02 feet, Thence North 00°00'00" East a distance of 371.23 feet to the True Point of Beginning, Thence North 86°17'47" East a distance of 141.19 feet, Thence South 85°40'20" East a distance of 327.45 feet to the end of the easement at the Loves Building, which point ties South 73°58'50" East a distance of 1021.39 feet to the point of commencement

Assessor Parcel No.

Parcel# 1-55-40
1-55-46


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 26 day of September, 2014.



GRANTOR

GRANTOR

J.T. Ross, Vice President
Construction & Environmental

LOVE'S TRAVEL STOPS &
COUNTRY STORES, INC.
P.O. BOX 26210
OKLAHOMA CITY, OK 73126-0210

DOC # 00386334

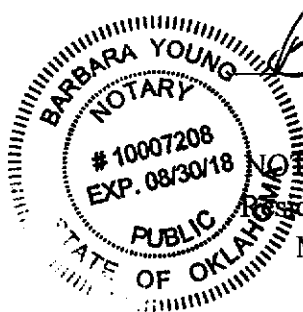
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Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Oklahoma)
County of Oklahoma) ss.)

On this 26 day of September, 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.



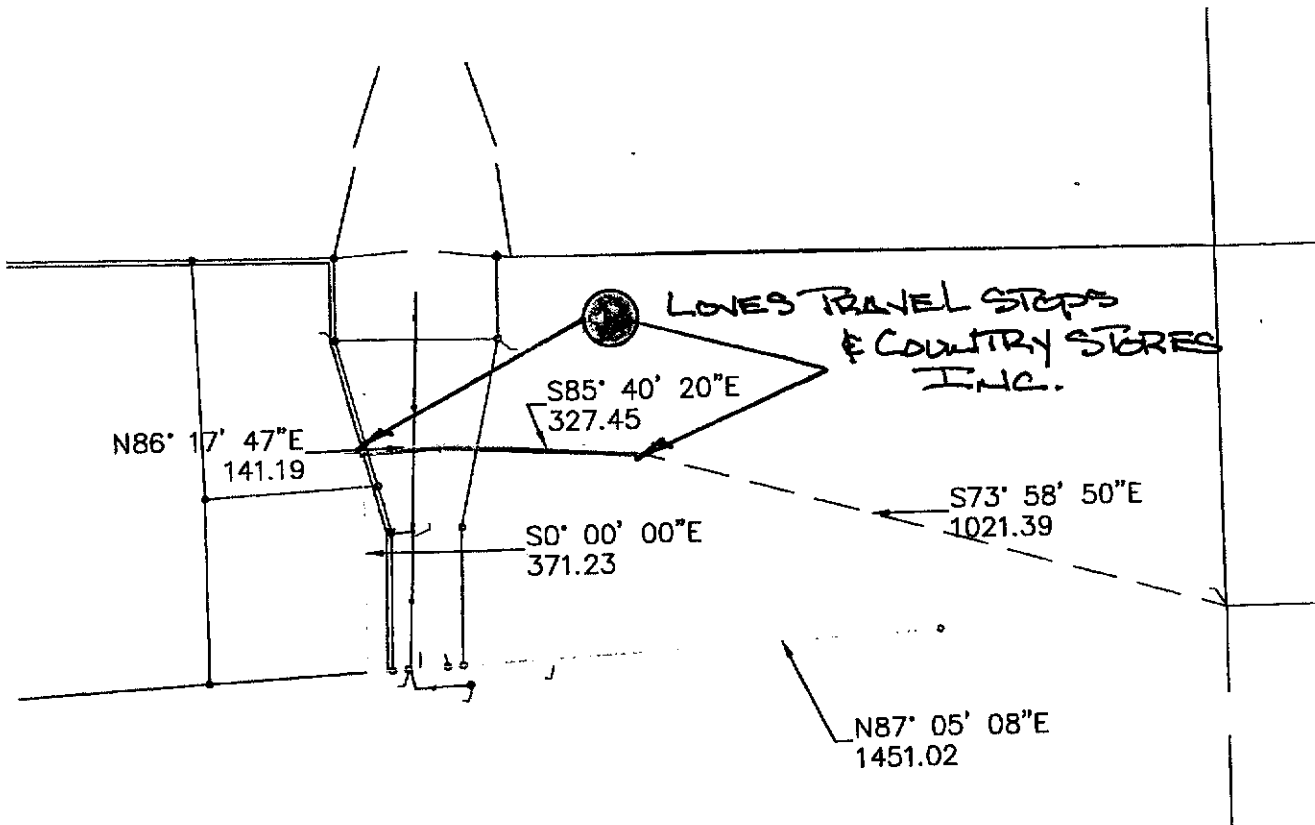
Barbara Young (notary signature)
NOTARY PUBLIC FOR Oklahoma (state)
Residing at: Oklahoma City, OK (city, state)
My Commission Expires: 8/30/18 (d/m/y)

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Property Description

Quarter: _____ Quarter: _____ Section: 36 _____ Township 21 S., Range
 _1 W., _S.L.B & _____ Meridian
 County: SEVER _____ State: UTAH _____
 Parcel Number: _____



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CC#: 11371 WO#: 005859668

Landowner Name: LOVES

Drawn by:

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: _____