

REV05042015

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

Project Name: ELECTRIFY AMERICA - LOVE'S 581  
WO#: 06739544

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Love's Travel Stops & Country Stores, Inc.** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 15 feet in width and 123.66 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 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) **Exhibit A** attached hereto and by this reference made a part hereof:

Legal Description: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 7 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SEVIER COUNTY, UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87°05'27" W ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1289.75 FEET TO THE EAST LINE OF HIGHWAY ACCESS ROAD; THENCE NORTH 00°37'15" EAST ALONG THE EAST LINE OF HIGHWAY ACCESS ROAD A DISTANCE OF 231.69 FEET; THENCE NORTH 72°20'57" EAST CONTINUING ALONG SAID EAST LINE A DISTANCE OF 64.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°12'27" EAST A DISTANCE OF 16.49 FEET; THENCE ON A BEARING OF SOUTH A DISTANCE OF 18.57 FEET; THENCE ON A BEARING OF EAST A DISTANCE OF 22.07 FEET; THENCE ON A BEARING OF NORTH A DISTANCE OF 24.32 FEET; THENCE ON A BEARING OF WEST A DISTANCE OF 7.91 FEET; THENCE NORTH 32°12'27" WEST A DISTANCE OF 34.36 FEET TO SAID EAST LINE; THENCE SOUTH 72°20'57" WEST ALONG SAID EAST LINE A DISTANCE OF 21.38 FEET TO THE POINT OF BEGINNING.

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**DOC # 00413653**

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Jason Monroe Sevier County Recorder Page 1 of 6  
02/20/2020 09:56:17 AM Fee \$40.00 By ROCKY MOUNTAIN POWE



THE ABOVE DESCRIBED EASEMENT CONTAINS AN AREA OF APPROXIMATELY 0.020 ACRES (876 SQ. FT) AND IS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HERE OF. SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY

Assessor Parcel No. 1-S5-9

Together with the right of reasonable 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. Grantee shall not impair or otherwise interfere with any route of ingress or egress to or from the Grantor's property. To the extent permitted by applicable law, each party shall indemnify, defend and hold the other party, its affiliates, and their respective agents, employees, tenants, customers and invitees, harmless from and against all claims, liabilities, damages and expenses (including without limitation, attorney's fees) arising out of the exercise of by such indemnifying party, its employees, agents, or contractors, of its rights under the right of way granted herein or otherwise in relation to this agreement. Following any exercise of any rights by Grantee hereunder, Grantee shall, at its expense, promptly repair any damage caused to (i) the right of way area and any other real property of any Grantor, its affiliates, and their respective agents, employees, tenants, customers and invitees (each a "Grantor Party"); and (ii) any improvements, fixtures, infrastructure and/or personal property of any Grantor Party.

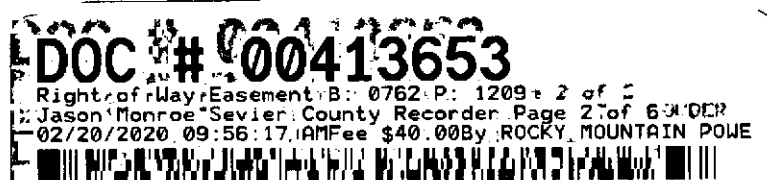
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent,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

*Signature Page Follows*

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Dated this 18<sup>TH</sup> day of FEBRUARY, 2020.

**GRANTOR:**

**Love's Travel Stops & Country Stores, Inc.**

By: [Signature]  
Name: Spencer  
Title: EVP - CFO

**GRANTEE:**

**Rocky Mountain Power, an unincorporated division of PacifiCorp**

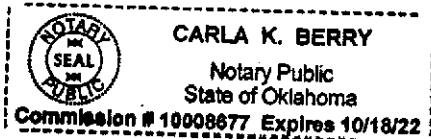
By: [Signature]  
Name: DELIA KOOBALK  
Title: SR. PROPERTY AGENT

STATE OF Oklahoma )  
County of Oklahoma ) ss.

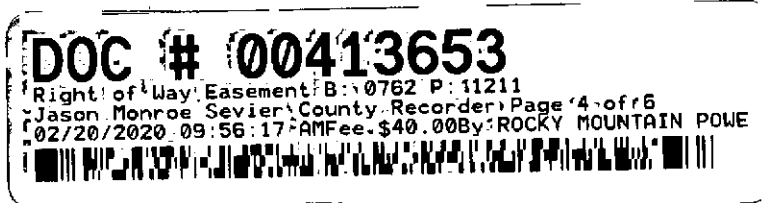
On this 13 day of February, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Spencer Haines (name), known or identified to me to be the EVP - CFO of the corporation that executed the instrument or the person who executed the instrument on behalf of Love's Travel Stops & Country Stores, Inc., 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.

Carla K. Berry  
(notary signature)



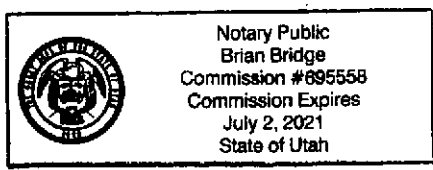
NOTARY PUBLIC FOR Oklahoma (state)  
Residing at: Oklahoma City, OK (city, state)  
My Commission Expires: 10-18-22 (d/m/y)



STATE OF UTAH )  
County of SALT LAKE ) ss.

On this 18<sup>TH</sup> day of FEBRUARY, 2020, before me, the undersigned Notary Public in and for said State, personally appeared DELYNN ZODRBACK (name), known or identified to me to be the SR. R/W AGENT of the corporation that executed the instrument or the person who executed the instrument on behalf of Rocky Mountain Power, and acknowledged to me that said entity executed the same.

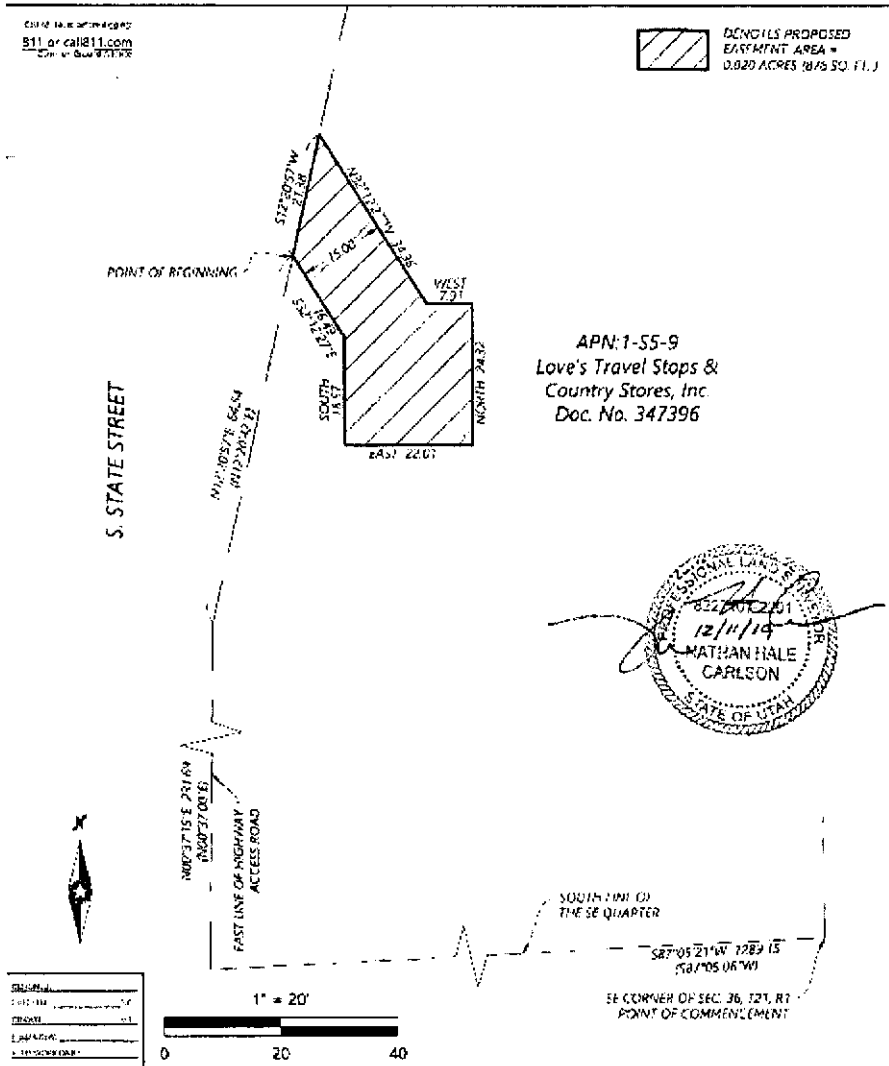
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Brian Bridge (notary signature)  
NOTARY PUBLIC FOR UTAH (state)  
Residing at: W. JORDAN UT (city, state)  
My Commission Expires: 7/2/21 (d/m/y)

**EXHIBIT A**

**Right of Way**



**SITE 110063**  
**LOVE'S 581**  
 IN THE CITY OF SALINA,  
 COUNTY OF SEVIER,  
 STATE OF UTAH

**Westwood**  
 P.L.L.C.  
 1825 1375 S. RD. 12701 Westwood City, UT 84304  
 PO BOX 1825 1375 S. RD. 12701 Westwood City, UT 84304  
 TEL: 435-731-1825 FAX: 435-731-1825  
 WWW.WESTWOOD.COM  
 Westwood Professional Services, Inc.

PLAT  
 EXHIBIT B

SHEET NUMBER:  
 2 OF 2  
 DATE: 12/10/19

PROJECT NUMBER: 0021997.C1

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 02/20/2020 09:56:17 AM Fee \$40.00 By ROCKY MOUNTAIN POWER