

REV05042015

Return to:
Rocky Mountain Power
Calvin Olson
555 N. Main St.
Tooele, UT 84074

Project Name: TDP11 PILOT NEW GAS STATION
WO#: 6339996
RW#: _____

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Peterson Industrial Properties, LLC**, a Utah limited liability company Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), a non-exclusive easement for a right of way, 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 therefore; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Tooele** 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:

Exhibit “A” Legal Description of Easement

A 15’ WIDE STRIP OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF GRANTOR’S PROPERTY, SAID POINT BEING NORTH 89°42’54” EAST 901.64 FEET ALONG THE SOUTH SECTION LINE AND NORTH 0°17’06” WEST 1576.06 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30; AND RUNNING THENCE NORTH 60°31’46” WEST 15.00 FEET ALONG GRANTOR’S SAID SOUTHERLY BOUNDARY LINE; THENCE NORTH 29°29’00” EAST 240.71 FEET; THENCE NORTH 60°29’01” WEST 81.58 FEET; THENCE NORTH 29°30’59” EAST 15.00 FEET; THENCE SOUTH 60°29’01” EAST 96.57 FEET; THENCE SOUTH 29°29’00” WEST 255.70 FEET TO THE POINT OF BEGINNING.

CONTAINS: 5,059 SQUARE FEET OR 0.12 ACRE.

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.

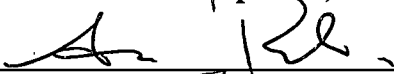
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, 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 6 day of JANUARY, 2018.

Peterson Industrial Properties, LLC

By: 

Printed: ANDREW PETERSON

Its: VICE PRESIDENT

Acknowledgment by a Corporation, LLC, or Partnership:

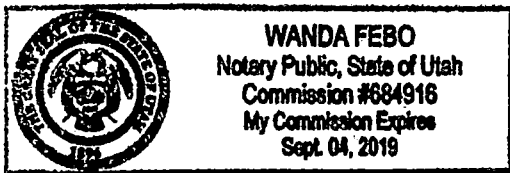
STATE OF Utah)
County of Tooele) ss.)

On this 8th day of January, 2018, before me, the undersigned Notary Public in and for said State, personally appeared Aaron Peterson, known or identified to me to be the Nice President of the limited liability company, that executed the instrument on behalf of Peterson Industrial Properties (entity name), and acknowledged to me that said entity executed the same.

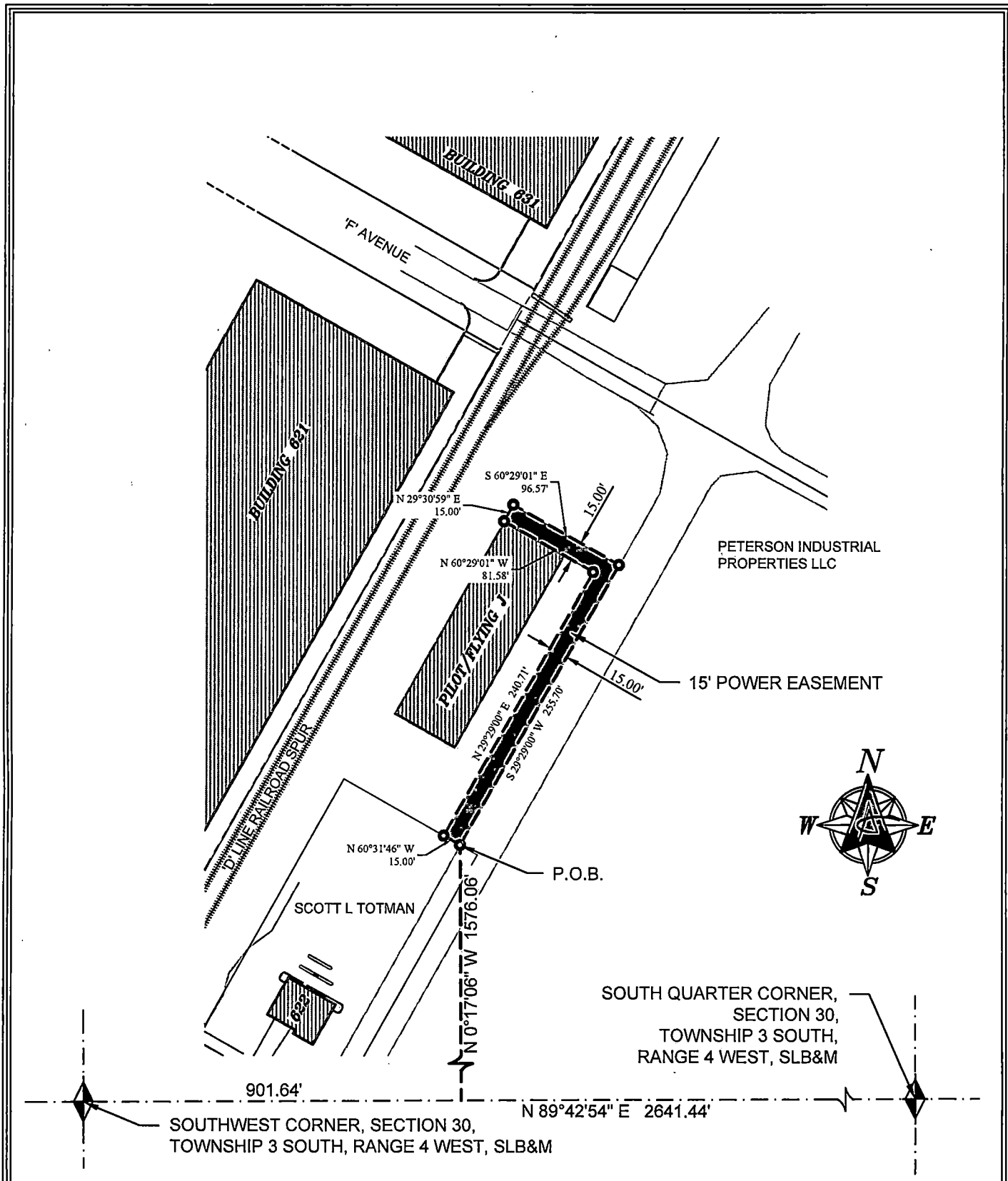
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Wanda Julis

(notary signature)



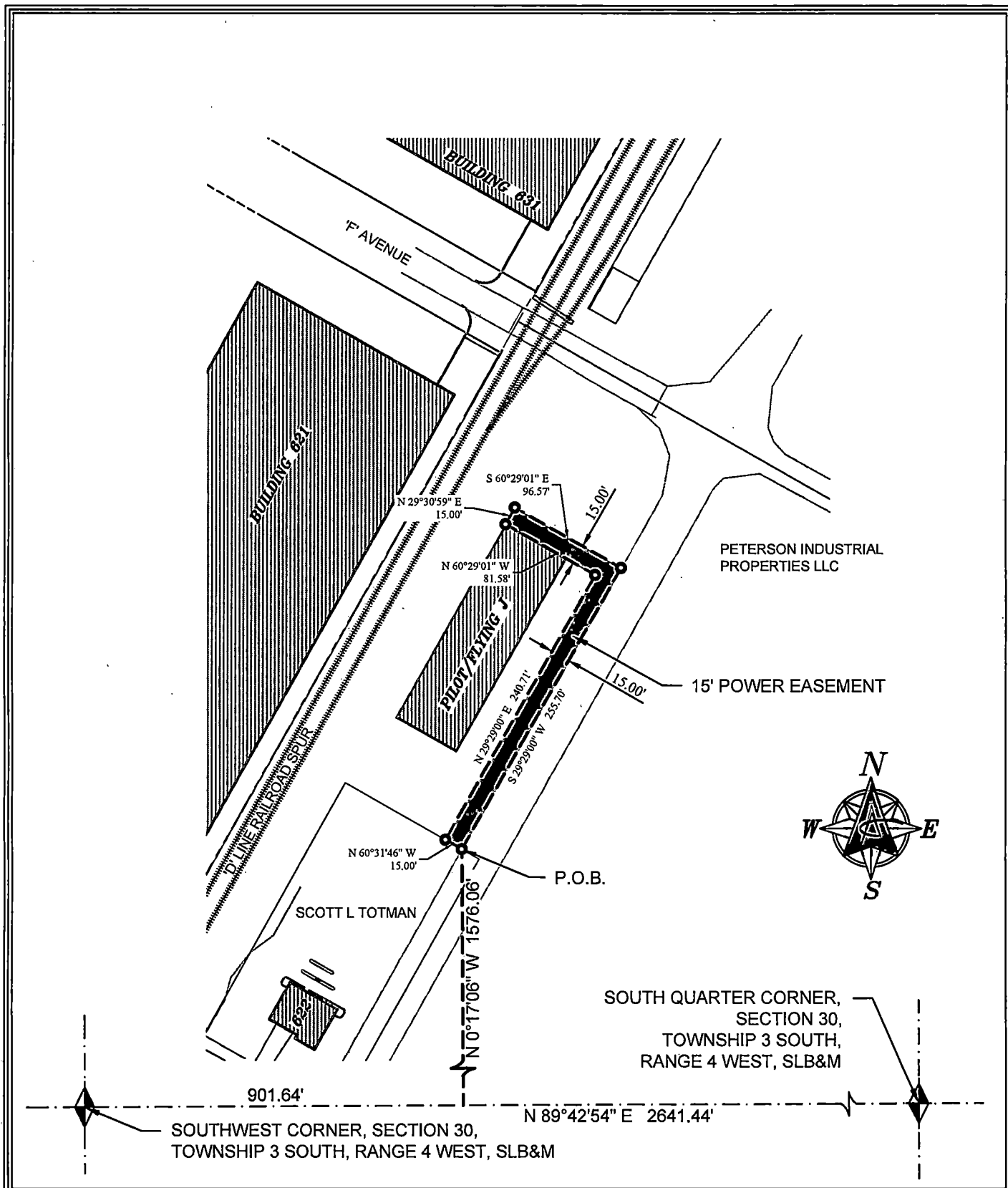
NOTARY PUBLIC FOR Utah (state)
Residing at: Tooele, Utah (city, state)
My Commission Expires: 04 Sept. 2019 (d/m/y)



Ward Engineering Group
 Planning ✦ Engineering ✦ Surveying
 231 WEST 800 SOUTH
 Salt Lake City, Utah 84101
 Phone: (801)487-8040 Fax: (801)487-8668

POWER EASEMENT EXHIBIT
 SITUATE IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN. TOOELE COUNTY, UTAH

DATE: 01/02/18
 SCALE: 1"=100'
 DRAWN BY: MWM
 SHEET NO.: 1 OF 1



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 Planning & Engineering & Surveying
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**POWER EASEMENT
 EXHIBIT**
 SITUATE IN THE SOUTHWEST QUARTER OF SECTION
 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT
 LAKE BASE & MERIDIAN, TOOELE COUNTY, UTAH

DATE: 01/02/18
 SCALE: 1"=100'
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