

Mark Steele  
70 North 200 East  
American Fork, UT 84003

ENT 42266:2014 PG 1 of 4  
Jeffery Smith  
Utah County Recorder  
2014 Jun 20 01:46 PM FEE 16.00 BY EO  
RECORDED FOR Provo Land Title Co.  
ELECTRONICALLY RECORDED

Project Name: Harvest Point Commercial  
Tract No.:  
WO#: 05899815  
RW#:

**RIGHT OF WAY EASEMENT#3**

For value received, ATC INVESTMENTS LLC, owner of parcel # 58:023:0219, (“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 717 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit “A” attached hereto and by this reference made a part hereof:

EASEMENT CENTERLINE DESCRIPTION

A 10 FOOT WIDE EASEMENT WITH 5 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS S00°34'14"W 1314.60 FEET AND EAST 1527.93 FEET FROM THE NORTHWEST CORNER OF SECTION 11, T5S, R1W, SLB&M,

THENCE S12°01'39"E 716.83 FEET TO THE SOUTH PROPERTY LINE;

BASIS OF BEARING: SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 11 T5S, R2W, SLB&M BEARING EAST 2651.06 FEET

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 therefore) the future right to keep the right of way and adjacent lands 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of

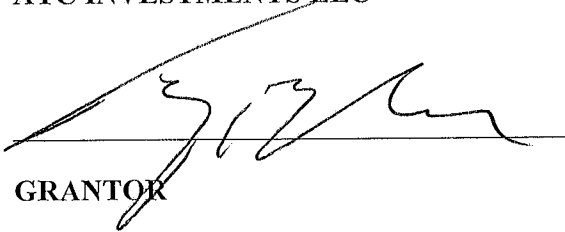
the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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 19<sup>th</sup> day of June, 2014

ATC INVESTMENTS LLC



GRANTOR

**LLC Acknowledgment:**

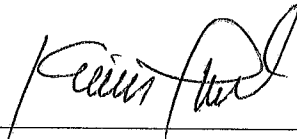
STATE OF UTAH)

) ss.

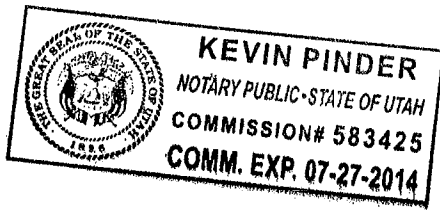
County of Utah )

On this 19<sup>th</sup> day of June, 2014 before me, the undersigned Notary Public in and for said State, personally appeared Linda Nichols (name), known or identified to me to be the the manager / member of the **ATC INVESTMENTS LLC** limited liability company, 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.

  
\_\_\_\_\_

(notary signature)



NOTARY PUBLIC FOR Utah (state)

Residing at: Orem, UT (city, state)

My Commission Expires: 7/27/14 (d/m/y)

# EXHIBIT "A"

