

REV010213
Return to:
Rocky Mountain Power
Lisa Louder/Roy Avery
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

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03/14/2013 12:59 PM \$17.00
Book - 10117 Pg - 1673-1676
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: DDK, DEPUTY - WI 4 P.

Project Name: Great Mountain West
Tract No.:
WO#: 5739317
RW#:

RIGHT OF WAY EASEMENT

For value received, Thomas, Charles D and Nancy M, JT ("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 30 feet in width and 30 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 **Salt Lake 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:

Legal Description:

Beginning at a point that is North 0°05'39" East 576.90 feet and South 89°50'58" East 243.62 feet from the Southwest corner of Lot 2, Block 4, Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said corner also being the Southwest corner of Lot 2, Block 14, Ten Acre Plat "A", Big Field Survey; thence North 0°05'39" East 130.85 feet; thence North 85°34'16" East 254.45 feet to a chainlink fence on the Westerly line of Interstate I-15; thence along said chainlink fence South 5°00'19" East 148.51 feet; thence North 89°45'21" West 116.25 feet; thence South 0°05'21" East 3.45 feet; thence North 89°50'58" West 150.61 feet to the point of beginning.

TOGETHER WITH a right of way for the purpose of ingress and egress described as follows:

Beginning at a point that is on the East line of 500 West Street; thence North 0°05'39" East 950.39 feet from the Southwest corner of Lot 2, Block 4, Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said corner also being the Southwest corner of Lot 2, Block 14, Ten Acre Plat "A", Big Field Survey; thence South 89°26'00" East 435.06 feet; thence South 5°00'19" East 223.46 feet; thence South 85°34'16" West 15.0 feet; thence North 5°00'19" West 209.70 feet; thence North 89°26'00" West 421.33 feet; thence North 0°05'39" East 15.0 feet to the point of beginning.

Assessor Parcel No. 15-36-326-009

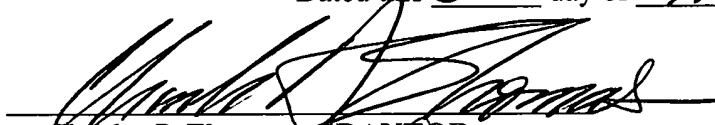
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands 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 5th day of March, 2013



Charles D Thomas GRANTOR



Nancy M Thomas GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Salt Lake)

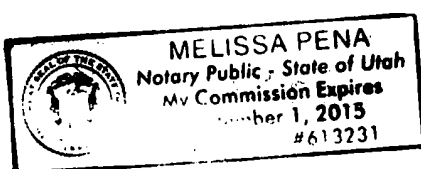
On this 5th day of March, 2013, before me, the undersigned Notary Public in and for said State, personally appeared Charles and Nancy Thomas (name), known or identified to me to be the _____ (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of 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.

[Signature]

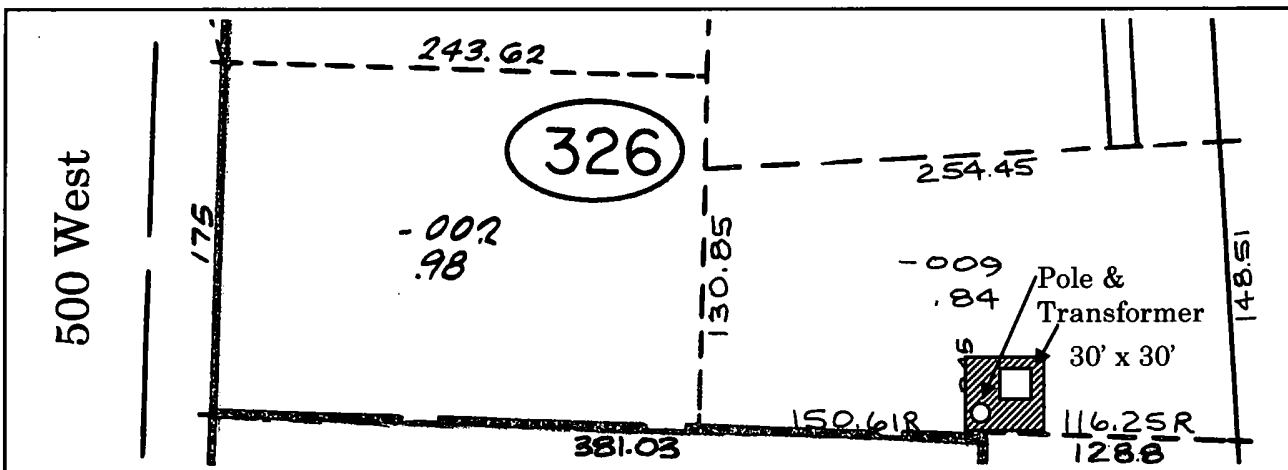
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake (city, state)
My Commission Expires: 9-1-15 (d/m/y)



Property Description

Quarter: E 1/2 Quarter: SW 1/4 Section: 36 Township 1S (N or S), Range 1W (E or W), Salt Lake Meridian
 County: Salt Lake State: Utah
 Parcel Number: 15-36-326-009



CC#: 11441 WO#: 5739317

Landowner Name: Thomas, Charles D and Nancy M, JT

Drawn by: RTA

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.

EXHIBIT A



SCALE: NTS