

Return to:
Rocky Mountain Power
Lisa Louder/Dan Knighton/Brian Bridge
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

E 2831414 B 6135 P 768-773
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/30/2014 03:07 PM
FEE \$20.00 Pgs: 6
DEP RT REC'D FOR ROCKY MOUNTAIN POW
WER

Project Name: SKY 13 feeder
WO#: 5889647
RW#: 20140112

06-094-0076 Pt

RIGHT OF WAY EASEMENT

For value received, General Electric Company, a corporation, ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a nonexclusive right of way 12 feet in width and 689 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 ("Facilities"), including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside and adjacent to 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 **Davis** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on the plat attached hereto as Exhibit "A" ("Easement Area") and by this reference made a part hereof:

Legal Description: A strip of land 12 feet in width located in the Southwest Quarter of Section 36, Township 2 North, Range 1 West, SLB&M, in the City of North Salt Lake, Davis County, Utah, and lying 6 feet on each side of the following described centerline:

Commencing at the Southwest Corner of said Section 36; thence North 00°05'37" West 1174.29 Feet; thence South 88°51'49" East 95.66 feet along the southerly line of the Grantor's parcel and its extension to the point of terminus.

Containing: 8227 Sq. Ft. or 0.19 Acres, more or less. Less and excepting therefrom any portion of the land falling within the parcel known as APN 06-094-0077.

Assessor Parcel No. 06-094-0076

To the extent any of the Facilities are installed under the surface of the real property, it shall be buried to a minimum depth of 36 inches below the surface of the ground at the time of construction and any then-existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. When construction of the Facilities, is complete, Grantee shall furnish Grantor an on-the-ground survey identifying the location of the Facilities within the Easement Area.

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 or hazardous 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. The Easement hereby granted is non-exclusive, and Grantor, its successors and assigns, shall have the right from time to time to grant further easements over, across, through, and under the Easement Area for any lawful purpose, provided that the holder of such easement does not unduly or unreasonably interfere with the Easement rights herein granted.

If any land or improvements of Grantor are at any time damaged in any way by Grantee (or by or as a result of the operations or activities of Grantee in, upon or in the vicinity of the Easement Area), Grantee agrees at its own cost and expense to repair such land or improvements promptly to as good condition as the same were immediately prior to any such damage. All installations, maintenance and repairs of the Facilities shall be performed in an expeditious and workmanlike manner so as to minimize interference with Grantor's use of the Easement Area and Grantor's lands.

Grantee shall not transport soil or gravel onto the Easement Area in conjunction with construction or installation of the Facilities (or otherwise). In the event Grantee desires to transport soil or gravel off of the Easement Area, Grantee shall, at its sole cost and expense, properly characterize, handle, manage, store, and dispose off-site any soils or gravels from the Easement Area containing hazardous substances (including without limitation those soils brought to the surface through construction, grading, excavation, trenching, backfilling, or from installation of utilities or subsurface features, collectively "Handling") only in compliance with all applicable Environmental Laws.

Grantee shall comply with all applicable laws, rules and regulations of all governmental authorities governing the Easement and the construction, installation, removal, maintenance, use and operation of the Facilities.

Grantee shall not permit any mechanic's lien to be filed against Grantor's lands by reason of work, labor, services or material supplied to Grantee in the performance of any work by Grantee hereunder, and if any such lien shall be filed at any time, Grantee shall cause the same to be discharged of record within fifteen (15) days after Grantee shall have received notice of the filing thereof.

Grantee hereby represents and warrants that it has in effect as of the date of this agreement the following insurance policies for the benefit of Grantor ("Required Insurance"):

i. Commercial general liability insurance, in occurrence form, insuring Grantor against any and all liability for injury to or death of a person or persons, and for damages to or destruction of Grantor's lands, arising in any way out of or in connection with the exercise by Grantee or its employees, agents, representatives or contractors of any of the rights conferred by this Agreement, to afford protection with a minimum combined single limit of liability of at least Three Million Dollars (\$3,000,000);

ii. Automobile liability insurance, including all owned, non-owned and hired vehicles, with limits of not less than Two Million Dollars (\$2,000,000); and

Grantee shall procure or cause its general contractor to procure and keep in effect throughout the construction of the Facilities, builder's risk insurance in such amounts and with such carriers as Grantor deems necessary or desirable.

Notwithstanding the foregoing, so long as Grantee has not assigned the rights granted herein, it shall have the right to self-insure the Required Insurance coverage required by this Easement Agreement.

Should Grantee abandon or cease to use the Easement for the purposes herein granted for a period of twenty four (24) consecutive months or longer, the Easement shall terminate without the necessity of Grantee executing a conveyance or release of same. Upon abandonment of the Easement, Grantee, at its sole cost and expense, shall: (i) remove the Facilities within one hundred twenty (120) days after such abandonment and (ii) promptly repair and restore Grantor's land and improvements disturbed as a result thereof to substantially the condition as the same were in immediately prior to such removal. Subject to the foregoing, Grantee shall be deemed to have conveyed to Grantor, as though by bill of sale, all right, title, and interest to any installations or equipment placed on the Easement Tract by Grantee that remain in place upon abandonment of the Easement and Grantor may file an appropriate termination of the Easement in the Office of the Davis County Clerk.

If any provision hereof shall be held invalid or unenforceable, then the provision in question shall be deemed deleted but the remaining provisions shall be enforced to the fullest extent allowed by law provided that the invalidated provision did not frustrate the essential purpose of this agreement.

If any action or proceeding is instituted over the interpretation, enforcement or the rights and obligations of one or both parties, then the unsuccessful party in any such action or proceeding shall reimburse the prevailing party for its reasonable attorneys' fees, costs and expenses incurred.

This agreement shall be interpreted, enforced and construed in accordance with the laws of the State of Utah (exclusive of the laws related to conflicts of law).

Except to the extent specifically set forth herein, the Easement and rights granted herein are granted AS IS, WHERE IS and with all faults, and without warranty of any kind, express or implied, and Grantee acknowledges that it has not relied upon any statements, promises or representations of Grantor in entering into this agreement.

The grant of Easement contained herein is subject to all matters of record or visible on the ground, to the extent valid and in force and effect with respect to the Easement Tract (the "Permitted Encumbrances").

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 24 day of October, 2014.

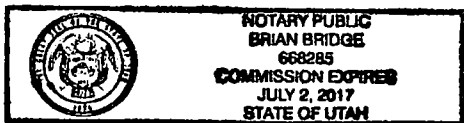

General Electric Company - GRANTOR


PacifiCorp, an Oregon Corporation,
d/b/a Rocky Mountain Power - GRANTEE

STATE OF UTAH)
) ss.
County of DAVIS)

On this 24TH day of OCTOBER, 2014, before me, the undersigned Notary Public in and for said State, personally appeared JEREMY G. WILLIAMS (name), known or identified to me to be the SVC. CTR MGR (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.



Brian Bridge
(notary signature)

NOTARY PUBLIC FOR UTAH (state)
Residing at: W. JORDAN, UT (city, state)
My Commission Expires: 7/2/17 (d/m/y)

STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 24TH day of OCTOBER, 2014, before me, the undersigned Notary Public in and for said State, personally appeared KIM GATLICK (name), known or identified to me to be the R/W MGR (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.

Brian Bridge
(notary signature)

NOTARY PUBLIC FOR UTAH (state)
Residing at: W. JORDAN, UT (city, state)
My Commission Expires: 7/2/17 (d/m/y)

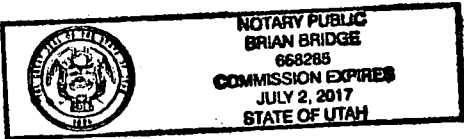


EXHIBIT "A"

Easement Area

