

REV101512

Return to:

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

Project Name: Cytozyme Laboratories

Project Tract Number:

WO#: 5727475

RW#:

11626569
04/25/2013 03:08 PM \$16.00
Book - 10131 Pg - 3298-3301
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: EAP, DEPUTY - WI. 4 P.

RIGHT OF WAY EASEMENT

For value received, **Gibbons Realty Company**, ("Grantor"), hereby grants to PacificCorp, 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 125.6 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, along the general course now located by Grantee 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:

ELECTRIC EASEMENT

A 10 foot (10') wide easement for electrical power facilities, being located in the Southwest quarter of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said described tract being more particularly described as follows:

BEGINNING at the Grantor's Northeast property corner, said point being East 937.15 feet, North 173.42 feet and North 00°03'00" East, 698.68 feet from the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 85°38'15" West, 125.60 feet, along Grantor's north line; thence South 4°21'45" East, 10.00 feet; thence North 85°38'15" East, 124.83 feet, to Grantor's east line; thence North 0°03'00" East, 10.03 feet to the POINT OF BEGINNING; said described tract containing 1252 Square Feet, or 0.03 Acres, more or less.

Assessor Parcel No. PART OF PARCEL 1524351016

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 8 day of APRIL, 2013.


(Insert Grantor Name Here) GRANTOR

(Insert Grantor Name Here) GRANTOR

****(CHOOSE APPROPRIATE ACKNOWLEDGEMENT AND DELETE THE OTHER)*******

Acknowledgement by an Individual Acting on His Own Behalf:

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____ (name), known

or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) 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 _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

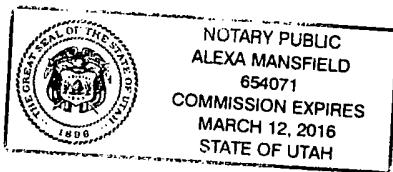
Acknowledgment by a Corporation, LLC, or Partnership:

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

On this 01st day of April, 2013, before me, the undersigned Notary Public in and for said State, personally appeared Patrick Gibbons (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.

Alexa Mansfield
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: 719 South Main Street (city, state)
My Commission Expires: March 12, 2016 (d/m/y)

Acknowledgment by Trustee, or Other Official or Representative Capacity:

STATE OF _____)
) ss.

