

REV101512

Return to:  
Rocky Mountain Power  
Curtis Galvez  
1438 W. 2550 S.  
Ogden, Utah 84403

Project Name: Ronnie Blaine Whitear  
WO#: 6049552  
RW#:

Ent 138944 Bk 329 Pg 293  
Date: 04-AUG-2016 3:37:57PM  
Fee: \$18.00 Credit Card  
Filed By: LRH  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: ROCKY MOUNTAIN POWER

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **Donald & Laraine Whitear Family Limited Partnership - Ronnie Blaine Whitear General Partner**("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 20 feet in width and 170 feet in length, more or less, 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 therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Morgan** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit( A & B ) attached hereto and by this reference made a part hereof:

**Legal Description**

A PT OF THE W1/2 OF SEC 6, T4N, R2E, SLB&M T.B. BEG AT A PT WH BEARS N 0°08' W 663.0 FT FRM THE W1/4 SEC COR STONE OF SD SEC 6, & RUN TH N 0°08' W 1549.7 FT ALG THE W BDY OF SD SEC 6; TH N 37°30' E 48.0 FT; TH N 79°05' E 304.0 FT; TH N 60°20' E 340.0 FT; TH S 2°30' E 218.0 FT; TH S 52° E 225.0 FT; TH S 0°10' E 1021.0 FT; TH S 42°30' E 233.0 FT; TH S 87°30' E 855.0 FT; TH S 4°20' W 51.51 FT; TH N 87°28'03" W 155 FT; TH S 4°20' W 457 FT; TH S 377.218 FT TO 1/4 SEC LN; TH W 550 FT M. OR L TO THE E BDY LN OF 01-004-128-003; TH N 47° W 153.0 FT; TH N 59° W 720.7 FT; TH N 26°25' W 280.0 FT; TH S 72°50' W 216.0 FT TO THE POB. TOG/W A 20 FT R. OF W THE CTR LN OF WH IS DESC AS FOLS: BEG AT A PT WH IS 1725.5 F E & 72 FT S FRM THE W1/4 COR OF SEC 6, T4N, R2E, & RUN TH E 245 FT M. OR L TO THE W LN OF THE DONALD CRAIG WHITEAR PROP AS DEEDED IN BK M15 PG 608 & PT OF TERMINATION. CONT 49.475 / 49.48 AC, M. OR L. NOTE: THIS DESC IS FOR TAXING & MAPPING PURPOSES ONLY. IT IS THE REMAINING PARCEL DESC AFTER THE FOL IS LESSED FRM THE 51.070 AC. 153/71 (1.595 AC. -GOING TO 01-004-119-02-03) LEAV 49.48 AC. RE: LESS 4.15 AC GOING TO #01-004-112-02 LEAV 45.33 AC. SUBJ TO THOSE CERTAIN R. OF W & EASEMENT GRANTS (QPC 3726) AS RECORDED ON ENTRY #120930 BK 286 PG 631)

Assessor Parcel No. 00-0001-3647 Serial # 01-004-112

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.

**ORIGINAL**

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 17<sup>th</sup> day of May 2016

Donald & Laraine Whitear Family Limited Partnership – Ronnie Blaine Whitear General Partner  
**GRANTOR**

**Acknowledgment by a Corporation, LLC, or Partnership:**

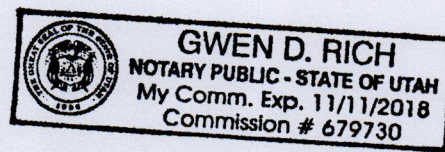
STATE OF Utah )  
 ) ss.  
County of Morgan )

On this 17 day of May, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Ronnie Blaine Whitear (name), known or identified to me to be the General Partner (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.

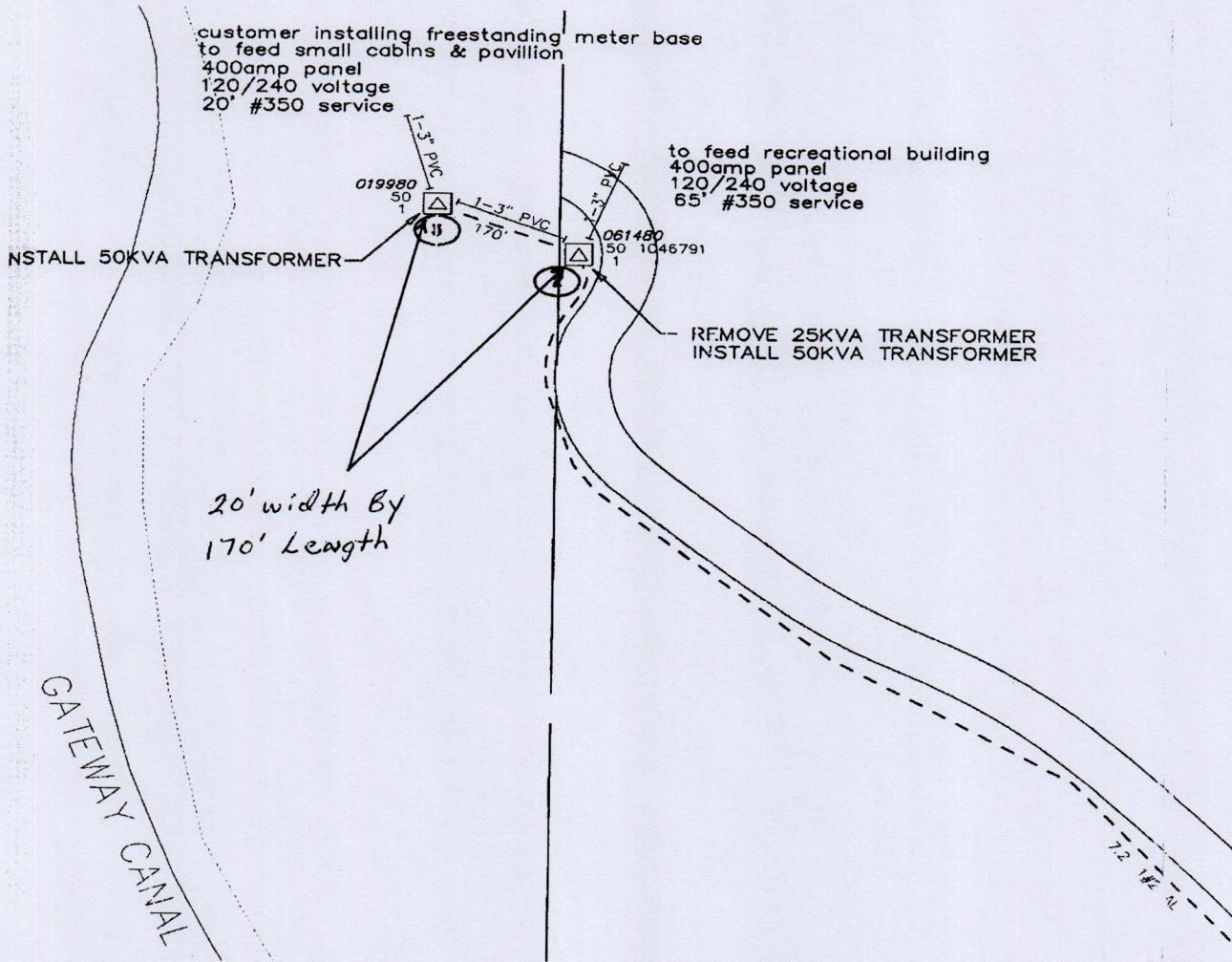
Gwen D Rich  
(notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Morgan, Utah (city, state)  
My Commission Expires: 11-11-18 (d/m/y)



# Property Description

Quarter: S & W Quarter: NW Section: 6 Township 4 (N)  
 Range 2 - E (E or W), SLB & M Meridian  
 County: Morgan State: Utah  
 Parcel Number: 00 - 0001 - 3647



CC#:	WO#:
Landowner Name:	
Drawn by:	

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.

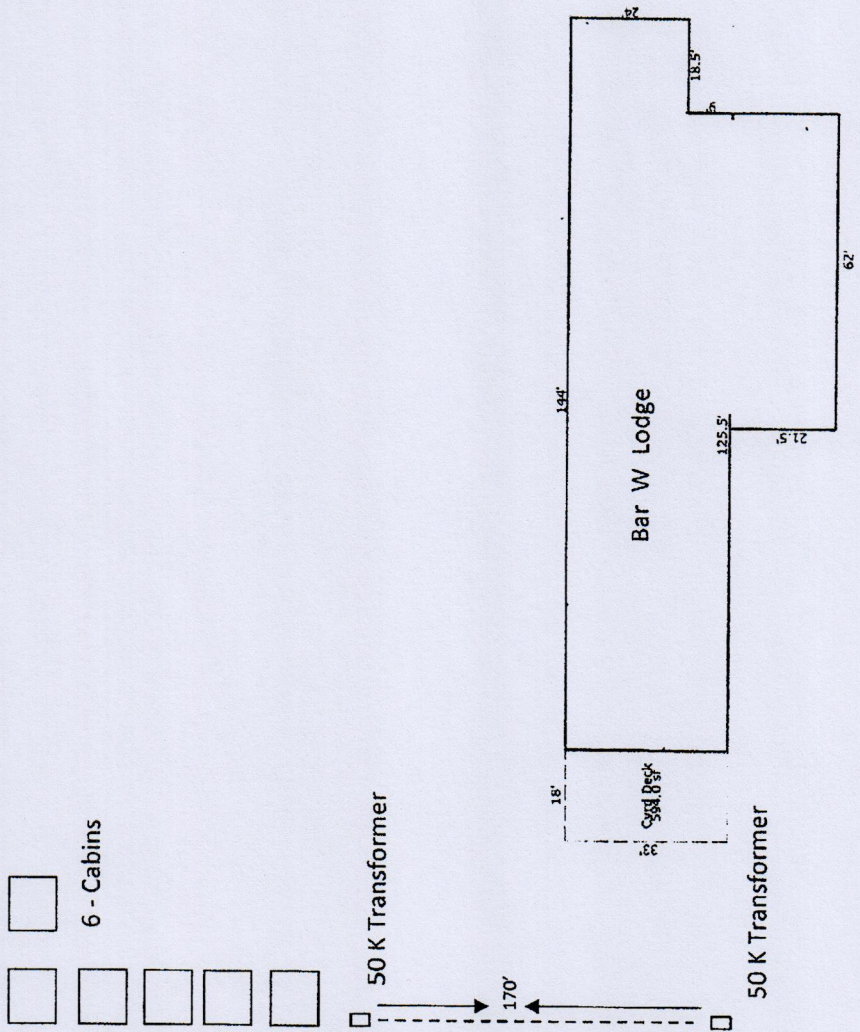
## EXHIBIT A



SCALE: \_\_\_\_\_

# Property Description

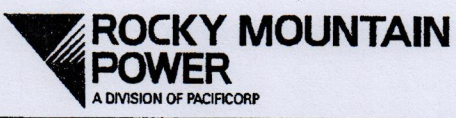
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## EXHIBIT B



SCALE: