

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

E 2711412 B 5678 P 110-113  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/02/2013 10:23 AM  
FEE \$16.00 Pgs: 4  
DEP RT REC'D FOR ROCKY MOUNTAIN POW  
ER

Project Name: 105 Line Relocation, Davis County, Utah  
WO#: 10034904-Ninigret  
RW#: 20070346.YJ

**RETURNED**  
**JAN 02 2012**

**RIGHT OF WAY EASEMENT**

For value received, **NINIGRET CONSTRUCTION COMPANY NORTH L.C.**, a Utah limited liability company ("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 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 Davis 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:

A permanent, non-exclusive easement located in the Southeast Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, described as follows:

BEGINNING at a point on the south line of the of SR-193 right-of-way, said point being North 89°56'57" West 1722.85 feet along the north line of the South Half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian and South 00°03'03" West 152.10 feet from the East Quarter Corner of said Section 3, and thence South 12°09'54" East 1,168.67 feet; thence South 69°21'44" West 100.37 feet to the east line of property described in that certain Warranty Deed recorded November 03, 1982 as Entry No. 626040 in Book 919 at Page 699 of said records; thence along said line North 13°11'31" West 1,205.29 feet to said south line of SR-193; thence along said line North 87°59'13" East 122.80 feet to the POINT OF BEGINNING. Said easement encompasses 130,611 square feet or 3.00 acres, more or less.

The description above has been rotated to match the Dominion Engineering Associates, L.C. ALTA LAND Title Survey dated May 30, 2012.

Assessor Parcel No. 12-761-0001

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.

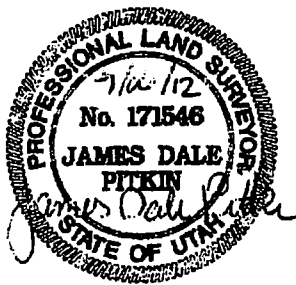
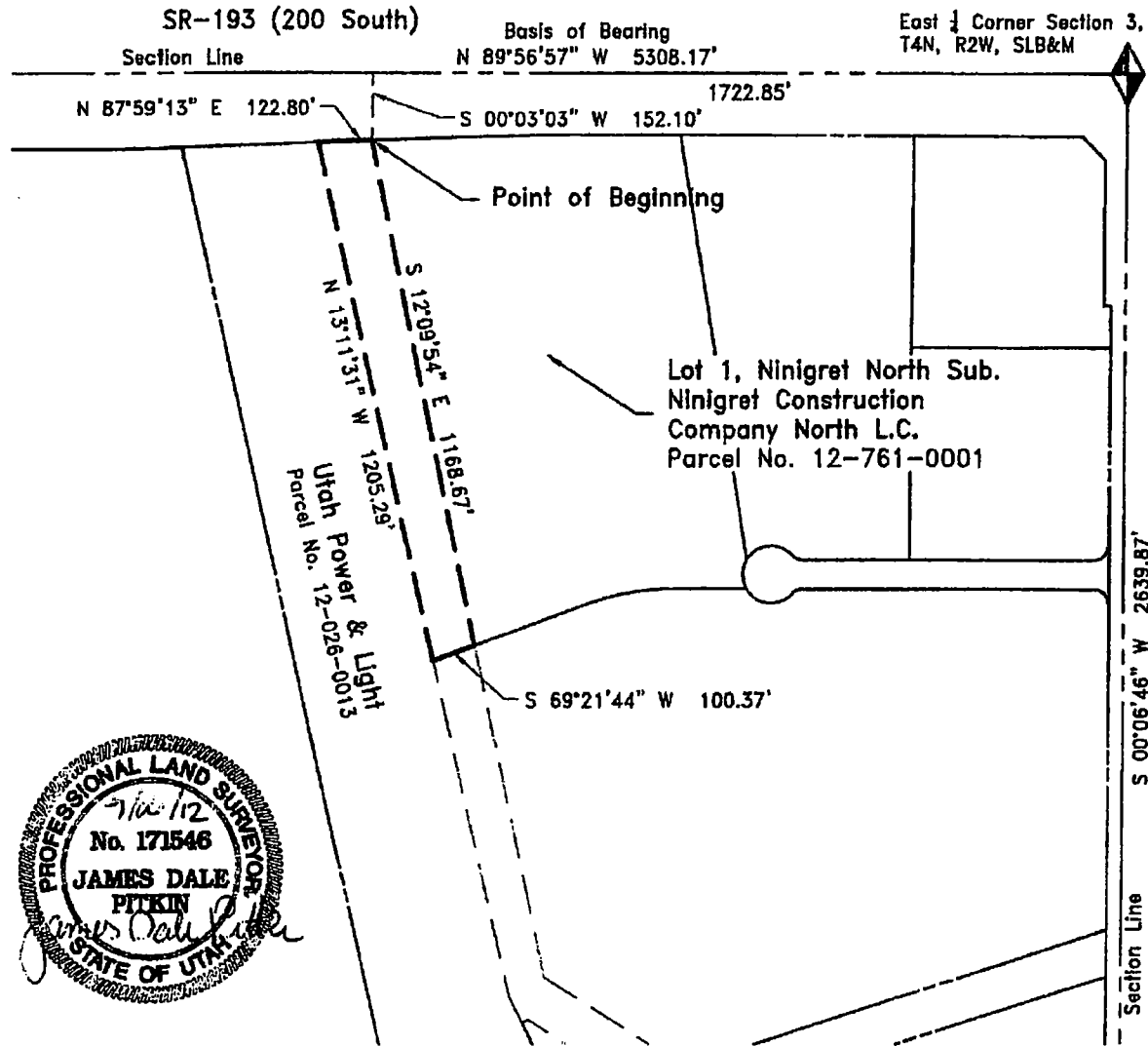
**Jury Waiver.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action 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 13th day of November, 2012.



### Property Description

Quarter: \_\_\_\_\_ Quarter: SE Section: 3 Township 4N (N or S),  
Range 2W (E or W), Salt Lake Meridian  
County: Davis State: Utah  
Parcel Number: 12-761-0001



CC#: \_\_\_\_\_ WO#: \_\_\_\_\_

Landowner Name: Ninigret  
Construction Company North L.C.

Drawn by: MNG

"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**

Page 4 of 4



**DOMINION**  
Engineering Associates, L.C.  
5684 South Green Street  
Murray, Utah 84123 801-713-3000



**ROCKY MOUNTAIN  
POWER**  
A DIVISION OF PACIFICORP

SCALE: N.T.S.