

00668110

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REV05232014

Return to:

Rocky Mountain Power

Delynn Rodeback

1407 West North Temple, Ste. 110

Salt Lake City, UT 84116

Project Name: SunEdison Fiddlers Canyon Line Extension

Project Tract Number: SEFC-UT 004

APN# E-0144-00R1-0000, E-0144-0004-0000

WO#: 5915168

RW#: N/A

### RIGHT OF WAY EASEMENT

For value received, **Vanguard Properties, LLC**, 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 **20** feet in width and **2,926** 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 **Iron** 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: An easement 20 feet in width, the centerline of which is described as follows:**

**Beginning at a point on the westerly right-of-way line of the Union Pacific Rail Road that is located S 88°55’48” E 272.0 feet along the section line and SOUTH 10.0 feet from the North Quarter Corner of Section 34, Township 35 South, Range 12 West, Salt Lake Base and Meridian; running thence parallel with and 10 feet perpendicularly distant from Grantor’s north boundary, N 88°55’48” W 2925.5 feet to a point on Grantor’s West boundary that is located SOUTH 10 feet from the Northwest Corner of said Section 34.**

**Containing 1.34 acres.**

**Being in the NW1/4 of the NE1/4 and in the N1/2 of the NW1/4 of Section 34, said Township and Range.**

**Basis of bearings is N 88°55'48" W along the section line from the North Quarter Corner to the Northwest Corner of Section 34, said Township and Range.**

Assessor Parcel No.

**E-144-R1 & E-144-4**

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 fourteen (14) 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 6<sup>th</sup> day of February, 2015.

**Vanguard Properties, LLC,  
a Utah limited liability company**

By: \_\_\_\_\_

Mark S. Meisner, Member

By: \_\_\_\_\_

Brian K. Peterson, Member

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

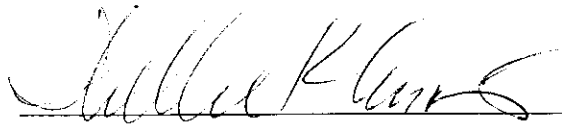
STATE OF UTAH)

) ss.

County of Iron)

On this 16<sup>th</sup> day of February, 2015, before me, the undersigned Notary Public in and for said State, personally appeared Mark S. Meisner, the signer of the forgoing instrument, who duly acknowledged to me that he is a Members of Vanguard Properties, LLC, a Utah limited liability company, and is authorized to execute the forgoing Agreement in its behalf and that he executed it in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

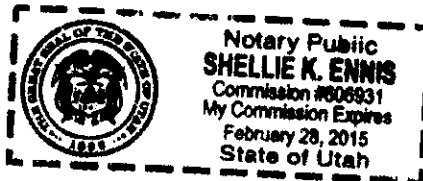


(notary signature)

NOTARY PUBLIC FOR Utah (state)

Residing at: Cedar City Utah (city, state)

My Commission Expires: 2/28/15 (d/m/y)



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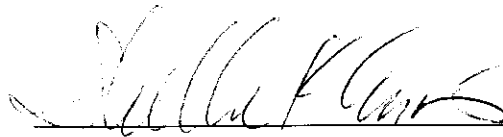
**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF UTAH)

) ss.  
County of Iron)

On this 6<sup>th</sup> day of February, 2015, before me, the undersigned Notary Public in and for said State, personally appeared Brian K. Peterson, the signer of the forgoing instrument, who duly acknowledged to me that he is a Members of Vanguard Properties, LLC, a Utah limited liability company, and is authorized to execute the forgoing Agreement in its behalf and that he executed it in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



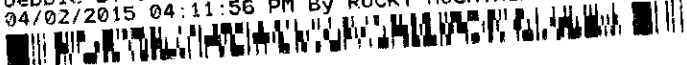
(notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Cedar City, Utah (city, state)  
My Commission Expires: 2/28/15 (d/m/y)



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MATCH LINE A  
SEE RIGHT

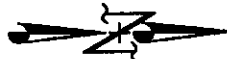
### Property Description

N1/2 of Section 34, T. 35 S., R. 12 W.,  
SALT LAKE BASE AND MERIDIAN

County: IRON State: UTAH Parcel No.: E-144-R1 & E-144-4

#### LEGEND

- SECTION LINE
- 1/4-SECTION LINE
- 1/16-SECTION OR LOT LINE
- PROPERTY LINE
- ROAD/RAILROAD RIGHT-OF-WAY
- RAILROAD TRACK
- FENCE
- UNPAVED ROAD
- PAVED ROAD
- EXISTING POWER LINE
- PROPOSED POWER LINE
- PROPOSED EASEMENT
- SECTION CORNER MONUMENT
- ROAD RIGHT-OF-WAY MONUMENT
- PROPERTY CORNER MONUMENT
- EXISTING POWER POLE
- EXISTING GUY
- PROPOSED POWER POLE
- PROPOSED GUY



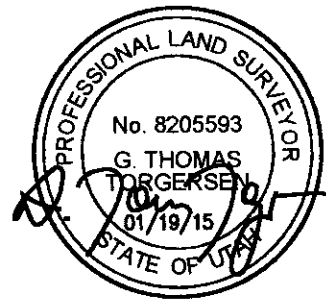
SCALE: 1" = 200'

VANGUARD PROPERTIES, LLC  
E-144-R1

VANGUARD PROPERTIES, LLC  
E-144-4

POINT OF BEGINNING  
S 88°55'48" E 272.0'  
AND SOUTH 10.0'  
FROM N1/4 COR. SEC. 34

POINT OF ENDING  
S 10'  
FROM NW COR. SEC. 34



MATCH LINE A  
SEE LEFT

PREPARED BY:  
**TORGERSEN ENGINEERING**  
180 N. 100 E. SUITE E RICHFIELD, UTAH 84701  
OFFICE (435) 893-0051  
FAX (435) 896-8797

CC#:	WO#: 5915168
Landowner: VANGUARD	
Drawn by: GTT/RJB	Date: 01/19/15
Dwg.#: 1405SE-CC	Ref.#:

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 bour

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**EXHIBIT A**