

10946076

When recorded return to:
Rocky Mountain Power
Lisa Louder
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: SLC/UC Commuter Rail
Project Tract Number: DRA-12:2E
WO: 10036221
RW: 20090414.YJ

10946076
5/3/2010 4:41:00 PM \$30.00
Book - 9822 Pg - 8936-8943
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 8 P.

RIGHT OF WAY AND EASEMENT GRANT WITH EXHIBIT 'A and B'

FATIC 372604

JENSON FARMS, INC., A UTAH CORPORATION, whose address is 11875 S 700 W, DRAPER, UT 84020, ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement and right of way ("Easement") over and across a certain parcel of real property owned by Grantor ("Grantor's Land") located in SALT LAKE County, State of UTAH. Grantor's Land is more particularly described in Exhibit "A", the legal-description of the Easement referred to herein as the "Easement Area" is more particularly described and shown on Exhibit "B" attached hereto and by this reference made a part hereof.

1. Easement Grant. The purpose of this Easement is to allow Grantee to construct, reconstruct, operate, maintain, , alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines similar to the present lines and equipment, four power poles which are presently located approximately thirty five feet (35') east and power lines attached to said poles and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area.

2. Access. Grantee shall have a right of access along and within the described Easement Area. Grantor may not preclude access in a manner that will preclude continuous longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee. The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

3. Grantor's Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or structure of any kind or nature, except fences along boundary lines and landscape features that will not exceed twelve (12) feet in height. If fences are installed, Grantor will provide gates or other like means of access through the fences ; b) excavate closer than fifteen feet (15') feet from any pole or structure; c) place or use anything, including equipment or vehicles that exceeds twelve feet (12') in height; d) increase the existing ground elevation; e) light any fires or store flammable or hazardous

materials; or f) otherwise use the Easement Area in any manner that violates the National Electric Safety Code or Grantee's safety clearance standards, as may be amended from time to time. . Notwithstanding the foregoing, Grantor shall have the right to continue Grantor's current practice of conducting controlled burns for purposes of clearing weeds and brush from its ditches and ditch banks within the Easement Area, provided that Grantor shall use reasonable care in conducting such activities to ensure that such activity does not cause harm to Grantee's facilities or cause outages to its power lines. Grantor acknowledges that burning fields is an inherently dangerous activity. Grantor acknowledges and agrees that Grantee has, and will accept, no liability for any damage caused by such field burning practices, whether to property of Grantor, Rocky Mountain Power, or any third parties.

4. Vegetation Management. Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12'). Grantee shall have the right to prune or remove all vegetation in violation of the foregoing or, in its reasonable opinion, interferes with, is causing, or may cause a threat of harm to its facilities or improvements.

The foregoing easement is subject to all easements, rights of way, rights in land, boundary discrepancies, appurtenances, or other matters of record or rights which are enforceable at law or in equity.

5. Miscellaneous Provisions.

5.1 Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.

5.2 Amendments. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.

5.3 No Waiver. The failure to enforce or perform-any provision set forth in this Easement shall not be deemed a waiver of any such right.

5.4 Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

Dated this 3rd day of May, 2010.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGE.

GRANTOR:
JENSON FARMS, INC.
A UTAH CORPORATION

GRANTEE:
PacifiCorp, d/b/a Rocky Mountain Power,
its successors and assigns

By: *Theron E. Jenson*
Print Name: Theron E. Jenson
Its: Pres.

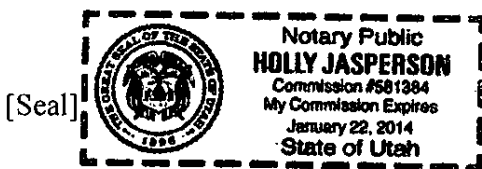
By: *Harold Dudley*
Print Name: Harold Dudley
Its: Property Agent

REPRESENTATIVE ACKNOWLEDGEMENT

State of UTAH }
County of SALT LAKE } SS.

This instrument was acknowledged before me on this 3rd day of MAY, 2010, by Theron E. Jenson, as PRESIDENT,
Year Name of Representative Title of Representative

of JENSON FARMS, INC., A UTAH CORPORATION.



Holly Jasperson
Notary Public

My commission expires: 01-22-2014

REPRESENTATIVE ACKNOWLEDGEMENT

State of UTAH }
County of SALT LAKE } SS.

This instrument was acknowledged before me on this 29 day of April, 2010, by Harold Dudley, as Property Agent, of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power.



Yvika K. Jenkins
Notary Public

My commission expires: Jan. 22, 2012

Exhibit A
(Grantor's land)

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°53'20" EAST ALONG THE NORTH LINE OF SAID SECTION FOR 344.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°53'20" EAST ALONG THE NORTH LINE OF SAID SECTION FOR 1438.67 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 05°19'33" WEST ALONG SAID RIGHT-OF-WAY FOR 1339.98 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°52'47" WEST ALONG SAID SOUTH LINE FOR 1405.90 FEET; THENCE NORTH 00°05'01" WEST FOR 190.88 FEET; THENCE SOUTH 89°29'59" WEST FOR 217.80 FEET; THENCE NORTH 00°05'01" WEST FOR 444.76 FEET; THENCE NORTH 89°54'59" EAST FOR 146.85 FEET; THENCE SOUTH 00°05'01" EAST FOR 149.00 FEET; THENCE NORTH 89°54'59" EAST FOR 292.35 FEET; THENCE NORTH 00°05'01" WEST FOR 249.00 FEET; THENCE SOUTH 89°54'59" WEST FOR 439.20 FEET; THENCE NORTH 00°05'01" WEST FOR 450.02 FEET; THENCE NORTH 89°53'20" EAST FOR 311.35 FEET; THENCE NORTH 00°05'01" WEST FOR 150.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF THE ABOVE DESCRIBED PROPERTY:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°05'01" EAST ALONG THE WEST LINE OF SAID SECTION FOR 318.58 FEET; THENCE NORTH 89°54'59" EAST FOR 485.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'59" EAST FOR 153.20 FEET; THENCE SOUTH 00°05'01" EAST FOR 297.71 FEET; THENCE SOUTH 88°38'12" WEST FOR 99.90 FEET; THENCE NORTH 14°41'44" WEST FOR 50.14 FEET; THENCE SOUTH 89°54'59" WEST FOR 40.67 FEET; THENCE NORTH 00°05'01" WEST FOR 251.42 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 17, 2002 AS ENTRY NO. 8388130 IN BOOK 8666 AT PAGE 8676 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE PURPOSE OF RAILROAD RECONSTRUCTION AND THE EXPANSION OF THE RAILROAD RIGHT OF WAY FOR THE UNION PACIFIC RAILROAD, IN CONJUNCTION WITH THE WIDENING OF 12300 SOUTH STREET, KNOWN AS PROJECT NO. 0071, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTH HALF OF NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, WHICH POINT IS THE SOUTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS ALSO 1781.48 FEET, MORE OR LESS, EAST AND 1350.95 FEET, MORE OR LESS SOUTH 5°18'20" WEST (RECORD: SOUTH 9°11'23" WEST) FROM THE NORTHWEST CORNER OF SAID SECTION 25; AND RUNNING THENCE WEST 42.81 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 13°49'40" EAST 287.55 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE SOUTH 5°18'20" WEST (RECORD: SOUTH 9°11'23" WEST) 280.42 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED APRIL 21, 2003 AS ENTRY NO. 8619542 IN BOOK 8781 AT PAGE 3788 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE PURPOSE OF RAILROAD RECONSTRUCTION AND THE EXPANSION OF THE RAILROAD RIGHT OF WAY FOR THE UNION PACIFIC RAILROAD, IN CONJUNCTION WITH THE WIDENING OF 12300 SOUTH STREET, KNOWN AS PROJECT NO. 0071, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTH HALF OF NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, WHICH POINT IS THE SOUTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS ALSO 1781.48 FEET, MORE OR LESS, EAST AND 1350.95 FEET, MORE OR LESS SOUTH 5°18'20" WEST (RECORD: SOUTH 9°11'23" WEST) AND 42.81 FEET WEST FROM THE NORTHWEST CORNER OF SAID SECTION 25; AND RUNNING THENCE WEST 7.03 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 5°19'10" EAST 43.31 FEET; THENCE NORTH 13°51'49" EAST 333.35 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE SOUTH 5°18'20" WEST (RECORD: SOUTH 9°11'23" WEST) 87.92 FEET; (2) THENCE SOUTH 13°49'40" WEST 287.55 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED TO THERON E. JENSON AND JODI JENSON BY THAT CERTAIN QUITCLAIM DEED RECORDED DECEMBER 30, 2003 AS ENTRY NO. 8934898 IN BOOK 8928 AT PAGE 5421 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°05'01" EAST ALONG THE WEST LINE OF SAID SECTION FOR 600.00 FEET; THENCE NORTH 89°54'59" EAST FOR 472.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'59" EAST FOR 41.30 FEET; THENCE SOUTH 14°41'44" EAST FOR 61.54 FEET; THENCE SOUTH 02°33'09" EAST FOR 40.48 FEET; THENCE SOUTH 89°54'59" WEST FOR 58.57 FEET; THENCE NORTH 00°05'01" WEST FOR 100.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED TO TIMOTHY A. JENSON AND KATHY W. JENSON BY THAT CERTAIN QUITCLAIM DEED RECORDED DECEMBER 30, 2003 AS ENTRY NO. 8934899 IN BOOK 8928 AT PAGE 5423 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°05'01" EAST ALONG THE WEST LINE OF SAID SECTION FOR 700.00 FEET; THENCE NORTH 89°54'59" EAST FOR 472.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'59" EAST FOR 58.57 FEET; THENCE SOUTH 02°33'09" EAST FOR 149.14 FEET; THENCE SOUTH 89°54'59" WEST FOR 64.99 FEET; THENCE NORTH 00°05'01" WEST FOR 149.00 FEET TO THE POINT OF BEGINNING.

Tax Id # 27-25-100-048

Page 5 of 6

BK 9822 PG 8940

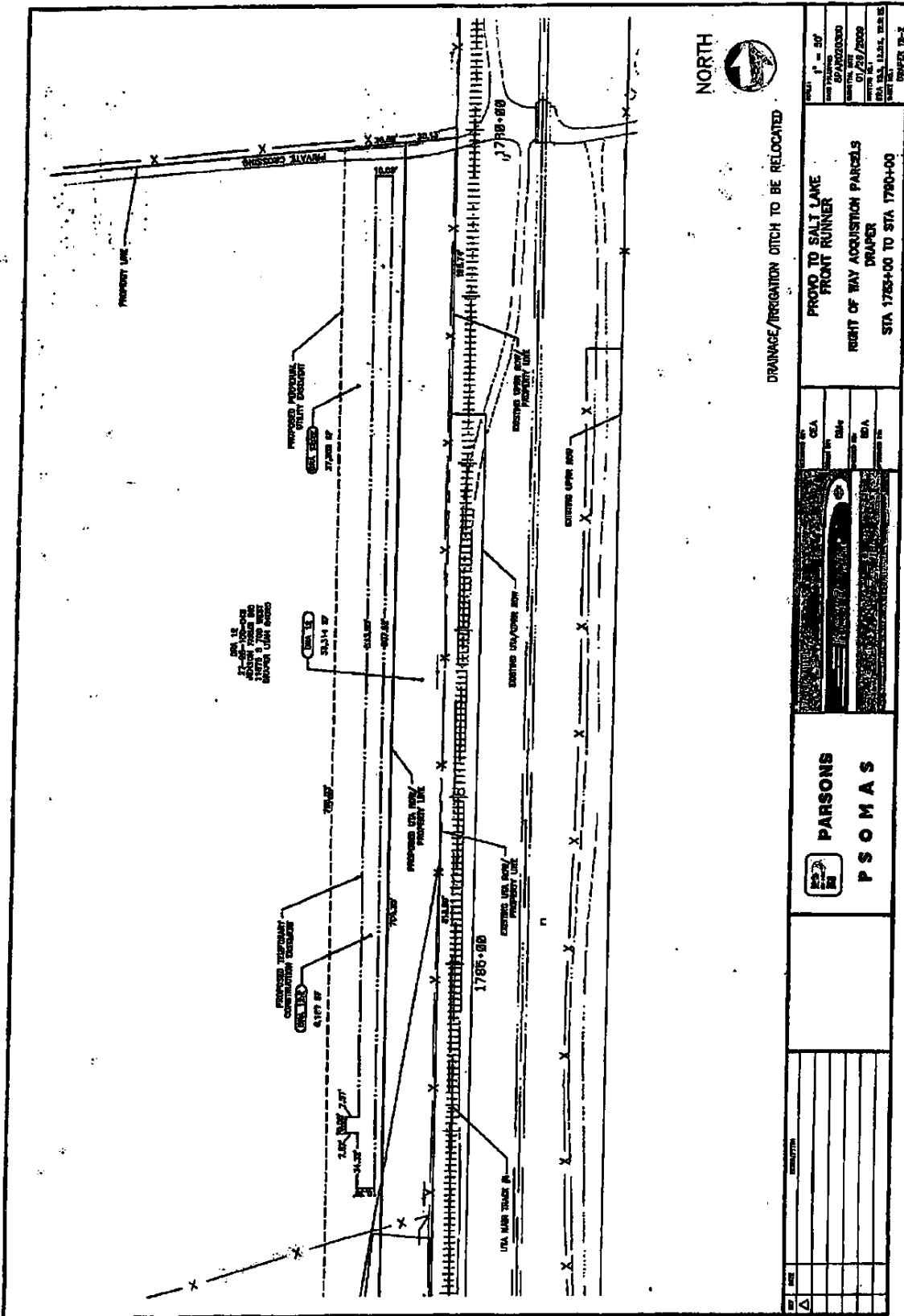
Exhibit B
(Easement area and drawing)

ENTRY NO. 9996467, BOOK 9419, PAGE 2217

A PORTION OF THE GRANTOR'S LAND LYING AND SITUATE IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE GRANTOR'S PROPERTY, SAID POINT BEING NORTH 89°54'25" EAST 1752.92 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 05°19'52" WEST 799.30 FEET; THENCE NORTH 84°59'08" WEST 32.03 FEET; THENCE NORTH 05°00'52" EAST 796.03 FEET TO SAID NORTH LINE OF THE GRANTOR'S PROPERTY; THENCE NORTH 89°54'25" EAST 36.59 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINS 27,303 SQUARE FEET, 0.63 ACRES.



DRAINAGE/IRRIGATION DITCH TO BE RELOCATED

PROVIDE TO SALT LAKE FRONT RUNNER
RIGHT OF WAY ACQUISITION PARCELS
DRAPER
STA 1786+00 TO STA 1790+00

SCALE	1" = 20'
DATE	05/20/2020
PROJECT	DRAPER
REVISION	
BY	
CHECKED	
DESIGNED	
PROJECT MANAGER	



PARSONS
PSOMAS

NO.	DATE	DESCRIPTION

