

REV010213
Return to:
Rocky Mountain Power
Lisa Louder/Dustin Lester
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

11672823
06/27/2013 01:20 PM \$18.00
Book - 10153 Pg - 8245-8249
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: KSR, DEPUTY - WI 5 P.

Project Name: 1330 E 200 S Salt Lake City UT
Tract No.:
WO#: 5714558
RW#:

RIGHT OF WAY EASEMENT

For value received, 1340 East 200 South LLC, ("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 5 feet in width and 5 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 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:

5' X 5' Rocky Mountain Power Easement
Affects Parcel No. 16-04-151-004

Beginning at a point being South 0°00'15" West 120.00 feet and North 89°58'13" East 76.18 feet from the Northwest Corner of Lot 6, Block 25, Plat F, Salt Lake City Survey, and running;

thence North 0°04'57" West 5.00 feet;
thence North 89°58'13" East 5.00 feet;
thence South 0°04'57" East 5.00 feet;
thence South 89°58'13" West 5.00 feet to the point of beginning.

Contains 25 square feet.

Assessor Parcel No. 16-04-151-004

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 18th day of JUNE, 2013.



Carl Joren Peterson GRANTOR

GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Summit)

On this 18 day of June, 2013, before me, the undersigned Notary Public in and for said State, personally appeared Carl Joren Peterson (name), known or identified to me to be the Manager (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.

Daniel Clark

(notary signature)

NOTARY PUBLIC FOR Utah (state)

Residing at: Park City, Utah (city, state)

My Commission Expires: 16 September, 2015 (d/m/y)

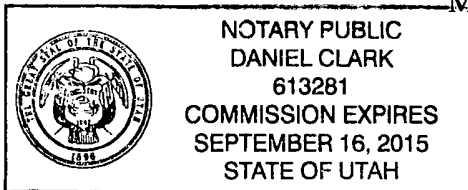


Exhibit A page 1 of 2

5' X 5' Rocky Mountain Power Easement
Affects Parcel No. 16-04-151-004

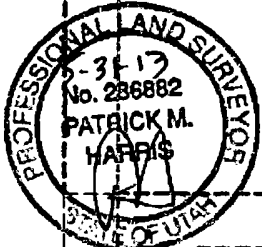
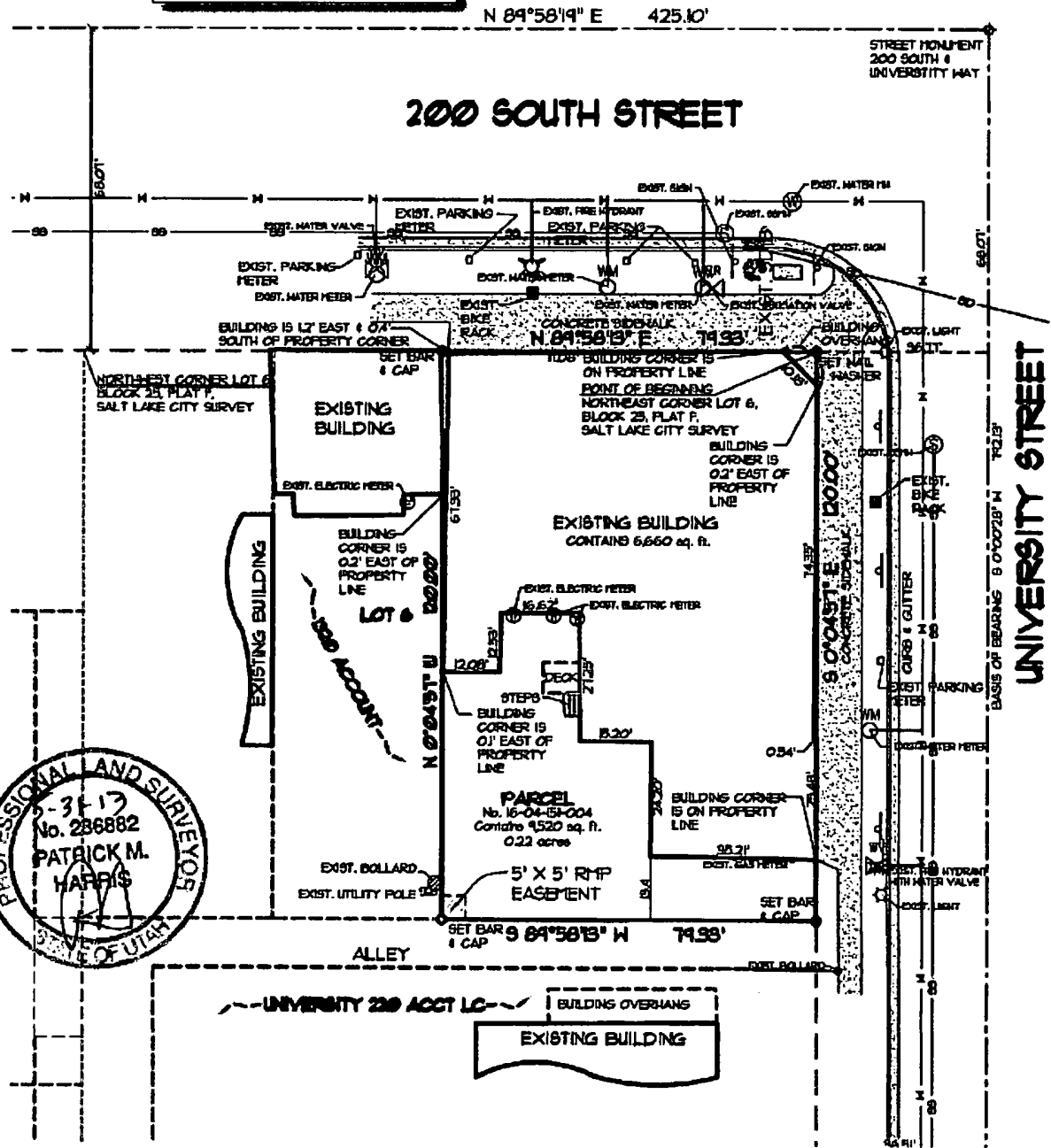
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Exhibit A page 2 of 2



PROJECT # DATE 4279A 5/31/13	5' X 5' ROCKY MOUNTAIN POWER EASEMENT 1330 SOUTH 200 EAST SALT LAKE CITY, UTAH	FOR: LANDMARK PROPERTY & DEVELOPMENT LLC P O BOX 3997 PARK CITY, UTAH 84060 435-658-8979	45 West 10000 South Suite 500 Sandy, Utah Phone: 801.255.0529 Fax: 801.255.4449 www.ensignutah.com
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