

REV010213

Return to:

Rocky Mountain Power

Lisa Louder/Mike Wolf

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

11918334

9/24/2014 11:21:00 AM \$16.00

Book - 10262 Pg - 3941-3944

Gary W. Ott

Recorder, Salt Lake County, UT

COTTONWOOD TITLE

BY: eCASH, DEPUTY - EF 4 P.

Project Name:

Project Tract Number:

WO#:

RW#:

RIGHT OF WAY EASEMENT

For value received, D.R. HORTON, INC., a Delaware corporation, ("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 poles, props, guys and anchors, 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 (the "Easement Area"):

Legal Description of the Easement Area:

A parcel of land located in the Southwest Quarter of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the South Boundary Line of Sunset at Draper Ridge Phase 2 Amended, as recorded in Book 2006P at Page 392 in the Salt Lake County Recorder's Office, said point being also S00°04'44"E 43.87 feet, along the Section Line, and East 1424.46 feet from the West Quarter Corner of said Section 25; and running thence, N89°45'13"E 60.24 feet to the Westerly Right-of-Way Line of the UTA Light Rail Corridor; thence, along said Westerly Right-of-Way Line, the following four (4) courses: (1) S05°19'10"W 12.80 feet, (2) S00°15'20"E 217.90 feet, (3) S89°44'40"W 9.00 feet, (4) S00°15'20"E 548.63 feet; thence West 275.11 feet to the Easterly Line of the PacifiCorp property, as recorded in that certain Warranty Deed, Entry No. 1175215 in Book 715 at Page 17 in the Salt Lake County Recorder's Office; thence, along said Easterly Line, N01°21'27"W (PacifiCorp Deed = N01°51'00"W) 20.00 feet; thence East 225.49 feet; thence N00°15'20"W 759.06 feet to the Point of Beginning.

Contains: 45,548 SF or 1.05 AC.

27-25-301-073, 27-25-301-058, 27-25-301-071

27-25-326-010, 27-25-326-013, 27-25-326-017

Assessor Parcel No.

27-25-326-018, 27-25-301-011

Grantor expressly reserves the right to create within the portions of the Easement Area that abut Lots 123 through 142, inclusive (the "Lots") of the Galena Park Townhomes Subdivision (the "Subdivision") portions of the limited common areas for such Lots that overlap and extend into the Easement Area by up to ten (10) feet (referred to herein as the "Overlapping Limited Common Areas"). The owners of the Lots shall have the right to utilize, occupy and enjoy all portions of the Overlapping Limited Common Areas for the

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construction and use of concrete patios, fencing, and landscaping provided that no such improvements or landscaping shall exceed 12 feet in height.

In addition, Grantor reserves the right to grant to Draper City (the "City") a trail easement (the "Trail Easement") 14 feet in width that extends from the northern boundary of the Easement Area to the southern boundary of the Easement Area and which may be located at any place within the Easement Area as may be selected and designated by the City, which Trail Easement shall not interfere or impact, as determined by Grantee, Grantee's transmission, construction, operation and maintenance activities within the Trail Easement. Grantee shall at all times maintain a 5-foot buffer between the edge of the Trail and any fencing that Grantee desires to construct or install within the Easement Area. The Trail Easement may be utilized for pedestrian use and for bicycling. However, the use of motorized vehicles within the Trial Easement shall be expressly prohibited, except for maintenance vehicles of Grantor, Grantee or the City, which maintenance vehicles shall be permitted within the Entire Easement Area.

Grantee shall have the right to keep its facilities clear of vegetation that in Grantee's discretion, may present safety hazards or damage to Grantee's facilities. 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 Easement Area. Subject to the foregoing limitations, the surface of the Easement Area 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 12 day of September, 2014.

D.R. HORTON, INC.,
a Delaware corporation

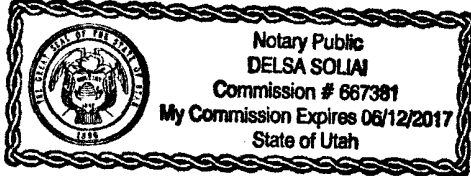
PACIFICORP,
an Oregon corporation doing business as
Rocky Mountain Power

By: [Signature]
Title: Division CFO

By: [Signature]
Title: VP - Engineering

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of September, 2014, by Jonathan S. Thornley, the DIVISION CFO of D.R. Horton, Inc., a Delaware corporation.



Delisa Soliai

NOTARY PUBLIC
Residing at: Hah Canyon

My Commission Expires:

06/12/2017

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

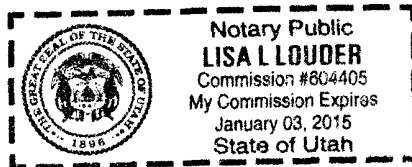
The foregoing instrument was acknowledged before me this 18th day of September, 2014, by Douglas N. Bennion, the Vice President-Engineering of Pacificorp, an Oregon corporation doing business as Rocky Mountain Power.

Lisa L Louder

NOTARY PUBLIC
Residing at: SLL ut

My Commission Expires:

1-3-2015



**EXHIBIT A
TO
RIGHT OF WAY EASEMENT**

