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05/26/2016 12:56 PM \$24.00
Book - 10435 Pg - 3396-3402
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: SSA, DEPUTY - WI 7 P.

REV101512

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

Project Name: Darling Estates

Tract Number:
WO#: 6157692
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **J. Paul Christensen and David L. Christensen and Derek Cole and Pamela Cole** ("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 10 feet in width and 287 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, 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(s) **Exhibit "A"** attached hereto and by this reference made a part hereof:

Legal Description:

Beginning at a point South 89°50'19" East 702.72 feet and North 75.75 feet from the west Quarter Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base & Meridian.

thence North 89°50'19" West 30.00 feet;
thence North 00°09'41" East 10.00 feet;
thence South 89°50'19" East 20.00 feet;
thence North 00°09'41" East 23.28 feet;
thence Northeasterly 43.98 feet along the arc of a 28.00 feet radius curve to the right (center bears South 89°50'19" East and the chord bears North 45°09'41" East 39.60 feet with a central angle of 90°00'00");
thence South 89°50'19" East 21.49 feet;
thence North 00°09'41" East 20.00 feet;
thence North 89°50'19" West 21.49 feet;
thence Northwesterly 43.98 feet along the arc of a 28.00 feet radius curve to the right (center bears North 00°09'41" East and the chord bears North 44°50'19" West 39.60 feet with a central angle of 90°00'00");
thence North 00°09'30" East 178.95 feet;
thence South 27°52'19" East 12.75 feet;

thence South 50°56'19" East 5.15 feet;
thence South 00°09'30" West 164.46 feet;
thence Southeasterly 28.27 feet along the arc of a 18.00 feet radius curve to the left (center bears South 89°50'19" East and the chord bears South 44°50'19" East 25.46 feet with a central angle of 90°00'00");
thence South 89°50'19" East 31.49 feet;
thence South 00°09'41" West 40.00 feet;
thence North 89°50'19" West 31.49 feet;
thence Southwesterly 28.27 feet along the arc of a 18.00 feet radius curve to the left (center bears South 00°09'41" West and the chord bears South 45°09'41" West 25.46 feet with a central angle of 90°00'00");
thence South 00°09'41" West 33.28 feet to the point of beginning.

Contains 3,789 square feet or 0.09 acres.

Assessor Parcel No.

22-15-157-009 and 22-15-157-010

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 therefor) the future right to keep the right of way 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 or store any flammable materials (other than agricultural crops), or light any fires, 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 8th day of April, 2016



J. Paul Christensen GRANTOR



**David L. Christensen, by J. Paul Christensen
His attorney in fact GRANTOR**

Attorney in fact

Derek Cole GRANTOR

Pamela Cole GRANTOR

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 8th day of April, 2016



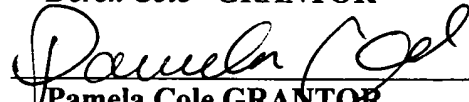
J. Paul Christensen GRANTOR



David L. Christensen, by J. Paul Christensen
Attorney in fact
His attorney in fact GRANTOR



Derek Cole GRANTOR 02 MAY 2016



Pamela Cole GRANTOR 02 MAY 2016

STATE OF UTAH)
 :SS
County of Salt Lake)

On this 18th day of April, 2016 before me, the undersigned Notary Public in and for said State, personally appeared. Paul Christensen, individually and as attorney in fact for David L. Christensen, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

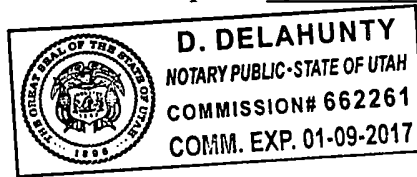
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake (city, state)
My Commission Expires: 1/6/17 (d/m/y)

STATE OF UTAH)
 :SS
County of Salt Lake)



On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared. Derek Cole and Pamela Cole known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) 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.

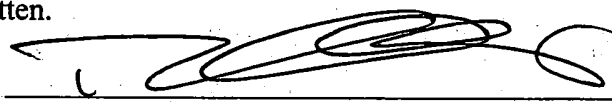
(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

STATE OF UTAH)
)
) :SS
County of Salt Lake)

On this 18th day of April, 2016, before me, the undersigned Notary Public in and for said State, personally appeared. Paul Christensen, individually and as attorney in fact for David L. Christensen, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

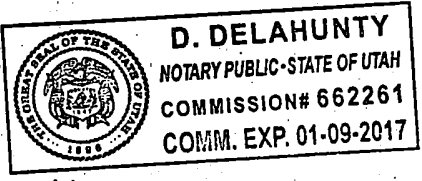
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(notary signature)


NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake (city, state)
My Commission Expires: 1/1/17 (d/m/y)

~~STATE OF UTAH~~ **AVIANO AIR BASE**
~~County of Salt Lake~~ **ITALY**:SS)

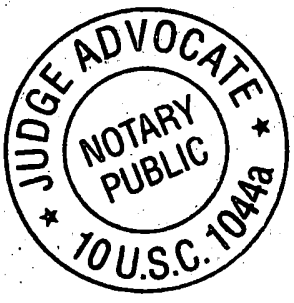


On this 2 day of May, 2016, before me, the undersigned Notary Public in and for said State, personally appeared. Derek Cole and Pamela Cole known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

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



(notary signature)

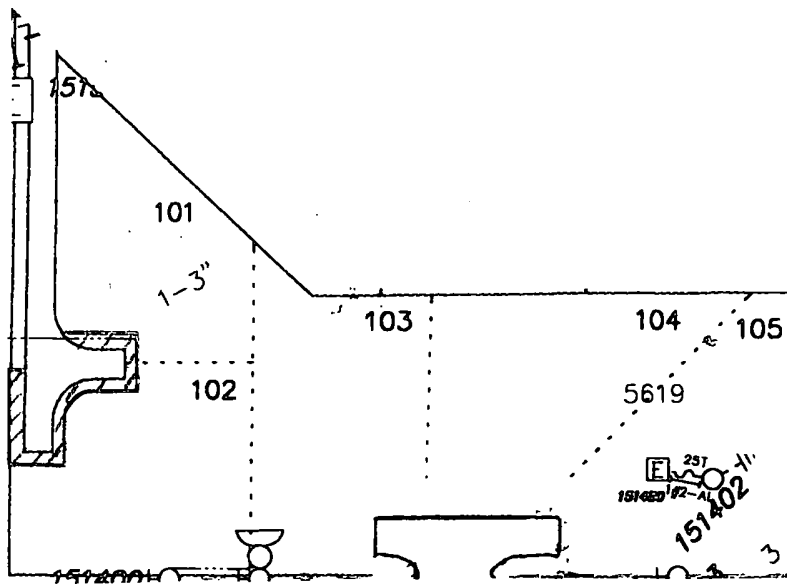


NOTARY PUBLIC FOR Aviano AB, Italy (state)
Residing at: Italy (city, state)
My Commission Expires: 1 May 2017 (d/m/y)

CHERYL M. DOLLARD
Paralegal, 10 U.S.C. § 1044a/b
Office of the Staff Judge Advocate

Property Description

Quarter: W Section: 15 Township: 2 S (N or S), Range 1 E
(E or W), SALT LAKE Base & Meridian



CC#: WO#:

Landowner Name:

Drawn by:

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



A DIVISION OF PACIFICORP

SCALE: