

REV100815
Return to:
Rocky Mountain Power
Mark Lewis
2217 W Kittyhawk Dr
Cedar City, UT 84720

Project Name: Van Blankenstein Line Extension

WO#: 6058603

RW#:

## **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, Cornelius L. Van Blankenstein and Melissa Van Blankenstein ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, ("Grantee"), an easement for a right of way 20 feet in width and 300 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 Washington County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof:

Legal Description: An easement 20 feet in width, 10 feet each side of the following described line:

Beginning at a point on Grantor's easterly boundary that is located S 14°22'19" W 210.8 feet along the lot line from the East Corner of Lot 87, Blackridge Ranches Subdivision, Phase 2; running thence S 67°21'52" W 300.0 feet to a point on the Grantor's land. Containing 0.14 Acres.

Basis of Bearings is N 08°06'47" E from the East Corner of Lot 87 to the Northwest Corner of Lot 84, Blackridge Ranches Subdivision, Phase 2.

Being in the Southwest Quarter of the Northwest Quarter of Section 6, Township 39 South, Range 12 West, Salt Lake Base and Meridian.

Assessor Parcel No.

BRR-2-87-NS

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

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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.

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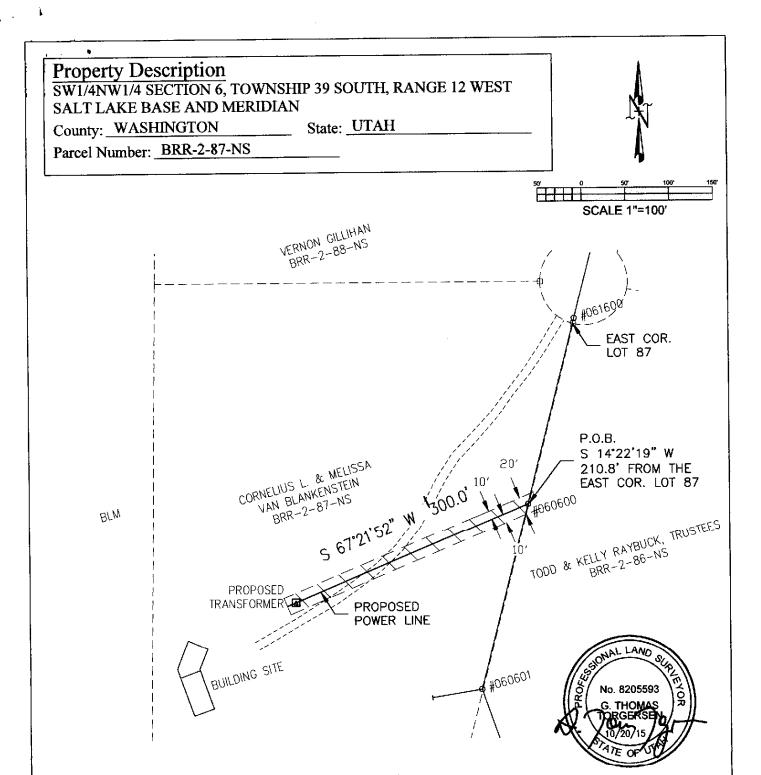
Dated this Ocal day of OC

Cornelius L. Van Blankenstein GRANTOR

Melissa Van Blankenstein

GRANTOR

## Acknowledgement by an Individual Acting on His Own Behalf:



<sup>CC#:</sup> 11391	WO#:6058603
Landowner: VAN E	BLANKENSTEIN
Drawn by: JAS	Date: 10/20/2015
Dwg.#: 15514	Ref.#:

**EXHIBIT A** 

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.



Rev082710