

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/DON EWELL
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Entry 2015009042
Book 1453 Pages 221-224 \$16.00
30-OCT-15 12:37
BRENDA McDONALD
RECORDER, UINTAH COUNTY, UTAH
ROCKY MTN POWER
1407 WN TEMPLE STE 110 SALT LAKE CI
Rep By: APRIL MORALES . DEFRITY

Project Name: WARRIORS WAREHOUSE
WO#: 6089809
RW#:

Entry 2015009042
Book 1453 Page 221

RIGHT OF WAY EASEMENT

For value received, VERNAL PROPERTY MANAGEMENT LLC, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 20 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 **UINTAH** 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:

LOT 2 OF THE WARRIOR'S WAREHOUSE MINOR SUBDIVISION LOCATED IN THE NW/4 OF SEC 27, T4S, R21E, SLB&M. CONT 1.01 ACRES, M/L.

Assessor Parcel No. 05059015 0152

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.

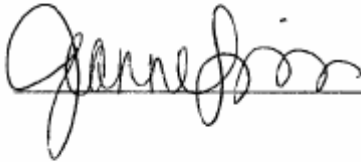
At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way.

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 13 day of October, 2015.



GRANTOR

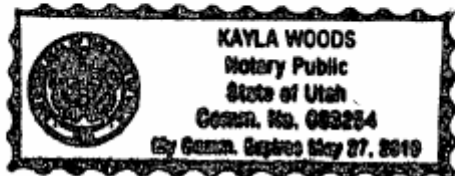
GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Uintah)

On this 13 day of October, 2015, before me, the undersigned Notary Public in and for said State, personally appeared Jeanne Lewis (name), known or identified to me to be the Vice President (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 Warriors Warehouse (entity name), 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.



Kayla Woods

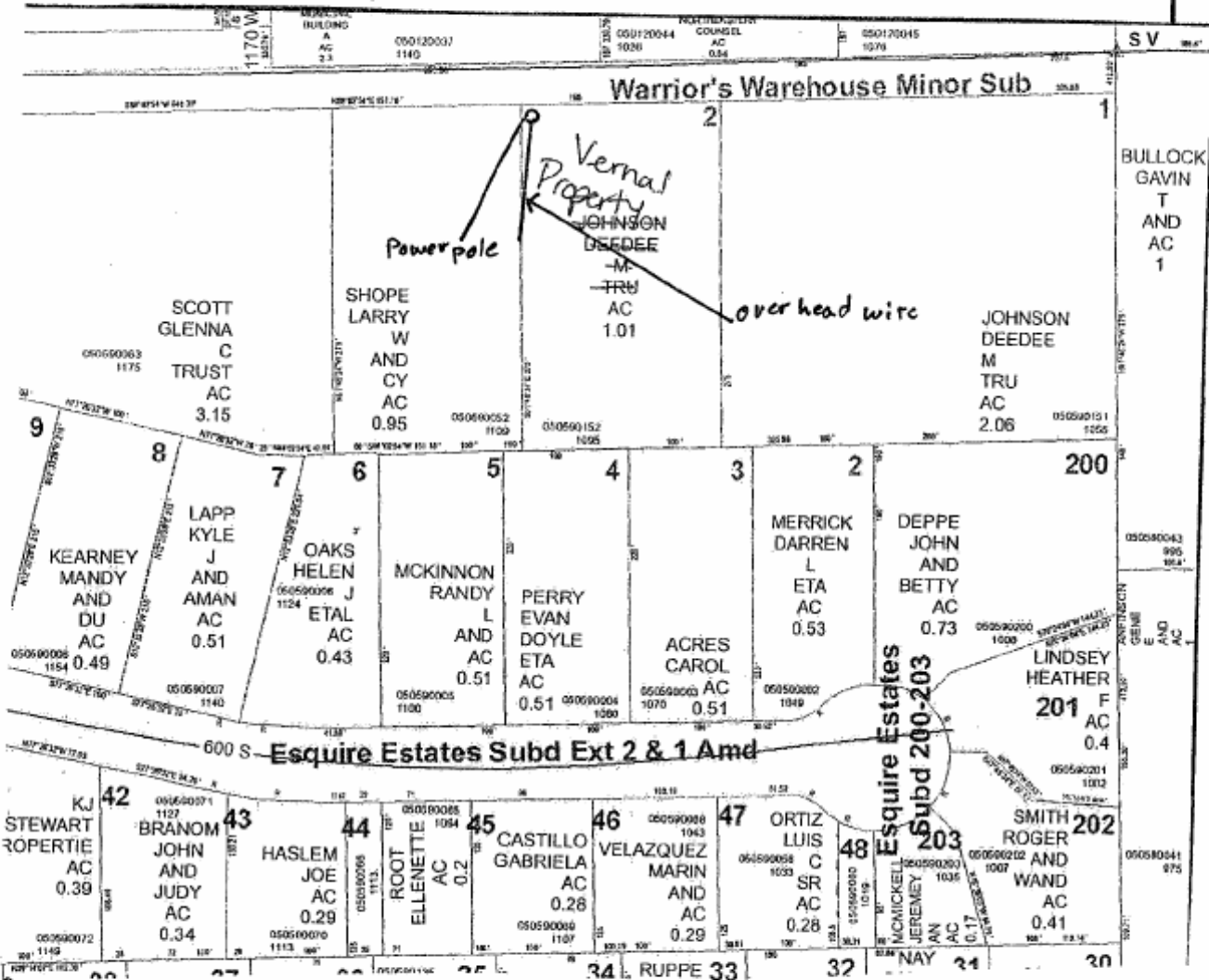
(Notary Signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: 9810 W Hwy 140 (city, state)
My Commission Expires: May 27, 2019 (d/m/y)



Property Description

Quarter: _____ Quarter: _____ Section: 27 Township 4 (S),
Range 21 (E), SLM Meridian
County: UINTAH State: UTAH
Parcel Number: 050590152



CC#:11381 WO#: 6089809
Landowner Name: Vernal Property
Drawn by: Don Ewell

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



SCALE: NTS