



REV100815

Return to:

Rocky Mountain Power
Lisa Louder/Delynn Rodeback
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Ledges II Rebuild
WO#: 10062602
RW#: 2017R0103

RIGHT OF WAY EASEMENT

For value received, **Jenco, LC, a Utah Limited Liability Company, as to an undivided 46.7% interest, Dean Gardner Investments, LC., a Utah Limited Liability Company, as to an undivided 46.7% interest and Reverse Exchange No. 81, LLC, a Utah Limited Liability Company, as to an undivided 6.6% interest** (“Grantor”), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, (“Grantee”), an easement for a right of way 45 feet in width and 1896 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 **Washington 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 Descriptions:

(1) An easement 45 feet in width, being 45 perpendicularly west of or south of and adjoining the following-described line:

Beginning at the Southeast Corner of Grantor’s land, said point being located N 89°50’47” W 661.5 feet and South 660 feet from the North Quarter Corner of Section 25, Township 41 South, Range 16 West, Salt Lake Base and Meridian; running thence N 00°08’47” E 660 feet and N 00°05’15” E 660 feet along Grantor’s East boundary; thence N 89°50’24” W 660 feet along Grantor’s North boundary; thence N 00°05’34” E 346 feet to the Northeast Corner of Grantor’s land. Less that portion lying within the St. George City property.

(2) An easement for guy anchors, 10 feet in width, being 5 feet each side of the following-described centerline:

Beginning at a point on Grantor's land that is located S 89°50'47" E 1311 feet and North 641 feet from the Southwest Corner of Section 24, Township 41 South, Range 16 West, Salt Lake Base and Meridian; running thence N 89°34'21" W 50 feet to a point on Grantor's land.

(3) An easement for guy anchors, 10 feet in width, being 5 feet each side of the following-described centerline:

Beginning at a point on Grantor's land that is located S 89°50'47" E 1311 feet and North 641 feet from the Southwest Corner of Section 24, Township 41 South, Range 16 West, Salt Lake Base and Meridian; running thence S 00°07'30" W 50 feet to a point on Grantor's land.

Containing 2.27 acres.

Being in the S1/2 of the SW1/4 of Section 24 and the NE1/4 of the NW1/4 of Section 25, said Township and Range.

Basis of bearings is N 89°50'47" W from the North Quarter Corner of Section 25 to the Northwest Corner of Section 25 (Southwest Corner of Section 24), said Township and Range.

Assessor Parcel No. SG-7271-B-2-A-1-A, SG-6-1-23-224 & SG-7265-E

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 21st day of JANUARY, 2020.

Jenco, LC

By: *Gilbert M. Jennings*

Name: GILBERT M JENNINGS

Title: MANAGER

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Washington)

On this 17 day of January, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Gilbert M. Jennings (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 Jenco, LLC (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.

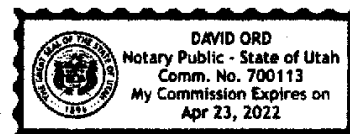
David Ord

(Notary Signature)

NOTARY PUBLIC FOR Utah (state)

Residing at: Santa Clara, Utah (city, state)

My Commission Expires: 4/23/2022 (d/m/y)



Dean Gardner Investments, LC

By: Larry H. Gardner
Name: LARRY H. GARDNER
Title: MANAGER

Acknowledgment by a Corporation, LLC, or Partnership:

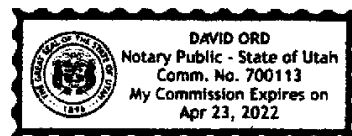
STATE OF Utah)
County of Washington) ss.

On this 17 day of January, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Larry H. Gardner (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 Dean Gardner Investments, LC (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.

David Ord
(Notary Signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Santa Clara, Utah (city, state)
My Commission Expires: 4/23/2022 (d/m/y)



Reverse Exchange No. 81, LLC

By: Deborah Sue Wanlass
Name: Deborah Sue Wanlass
Title: Sec./MANAGER

Acknowledgment by a Corporation, LLC, or Partnership:

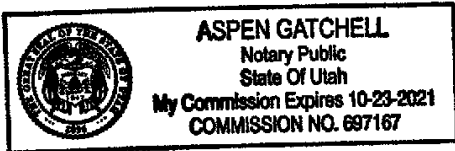
STATE OF Utah)
County of Washington) ss.

On this 21 day of Jan, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Deborah Sue Wanlass (name), known or identified to me to be the _____ (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 Reverse Exchange No. 81 LLC (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.

Aspen Gatchell

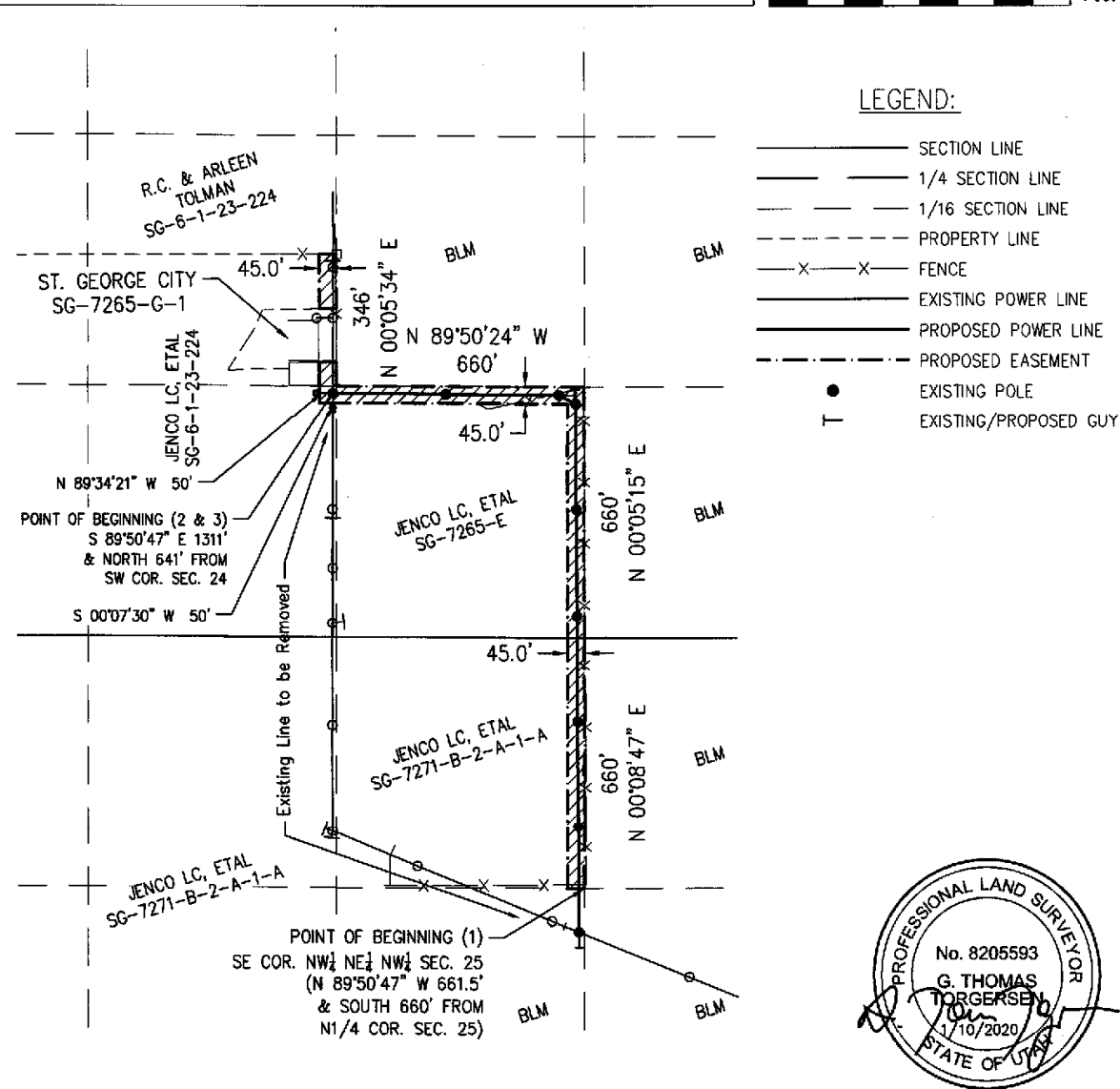
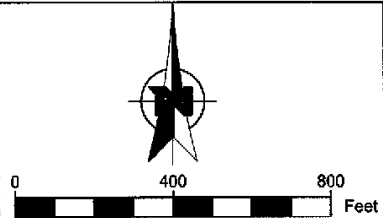
(Notary Signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: St. George, UT (city, state)
My Commission Expires: 10/23/21 (d/m/y)

Property Description

S1/2 SW1/4 of Sec. 24 and NE1/4 NW1/4 of Sec. 25,
 T. 41 S., R. 16 W., Salt Lake Base and Meridian
 County: Washington State: Utah
 Parcel Number: SG-7271-B-2-A-1-A, SG-6-1-23-224 & SG-7265-E



CC#:	WO#: 10062602
Landowner:	JENCO LC, ETAL
Drawn by:	RJB
Date:	1/10/2020
Dwg.#:	19408.1
Ref.#:	

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