

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name: DESERT EDGE SUBDIVISION

WO#:

RW#:

RIGHT OF WAY EASEMENT

For value received, CHRISTOPHER D. BROOKMAN and MELANIE A. BROOKMAN (collectively, "Grantor"), hereby grant Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 60 feet in width, 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 Tooele 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:

A part of the NE1/4 of Section 22, Township 2 South, Range 6 West, Salt Lake Base & Meridian. Affects one (1) parcel identified by Tooele County Tax Id. Numbers, 01-115-0-0011 a 60-foot easement being 30 feet on each side of the following described centerline, being more particularly described as follows:

Beginning at a point located N89°48'41"E 1333.16 feet along the Section line and S0°11'19"W 1118.77 feet from the North 1/4 Corner of Section 22, Township 2 South, Range 6 West, Salt Lake Base & Meridian; thence S33°25'02"E 257.03 feet to a point of terminus.

Assessor Parcel No.

01-115-0-0011

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 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 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 1 day of September, 2023.

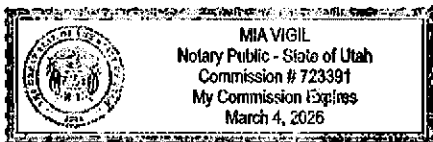

CHRISTOPHER D. BROOKMAN GRANTOR


MELANIE A. BROOKMAN GRANTOR

STATE OF Utah)
County of Salt Lake) ss.

On this 1 day of September, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Christopher Brookman (name), 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.

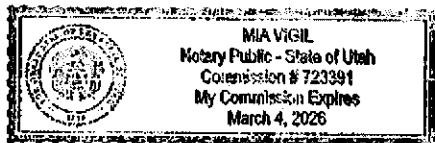


[Signature]
(Notary Signature)
NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City Utah (city, state)
My Commission Expires: 03/04/2026 (d/m/y)

STATE OF Utah)
County of Salt Lake) ss.

On this 1 day of September, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Melanie Brookman (name), 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.



[Signature]
(Notary Signature)
NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City Utah (city, state)
My Commission Expires: 03/04/2026 (d/m/y)

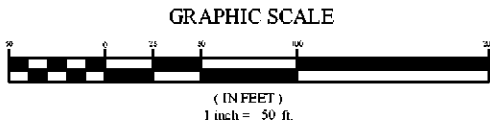
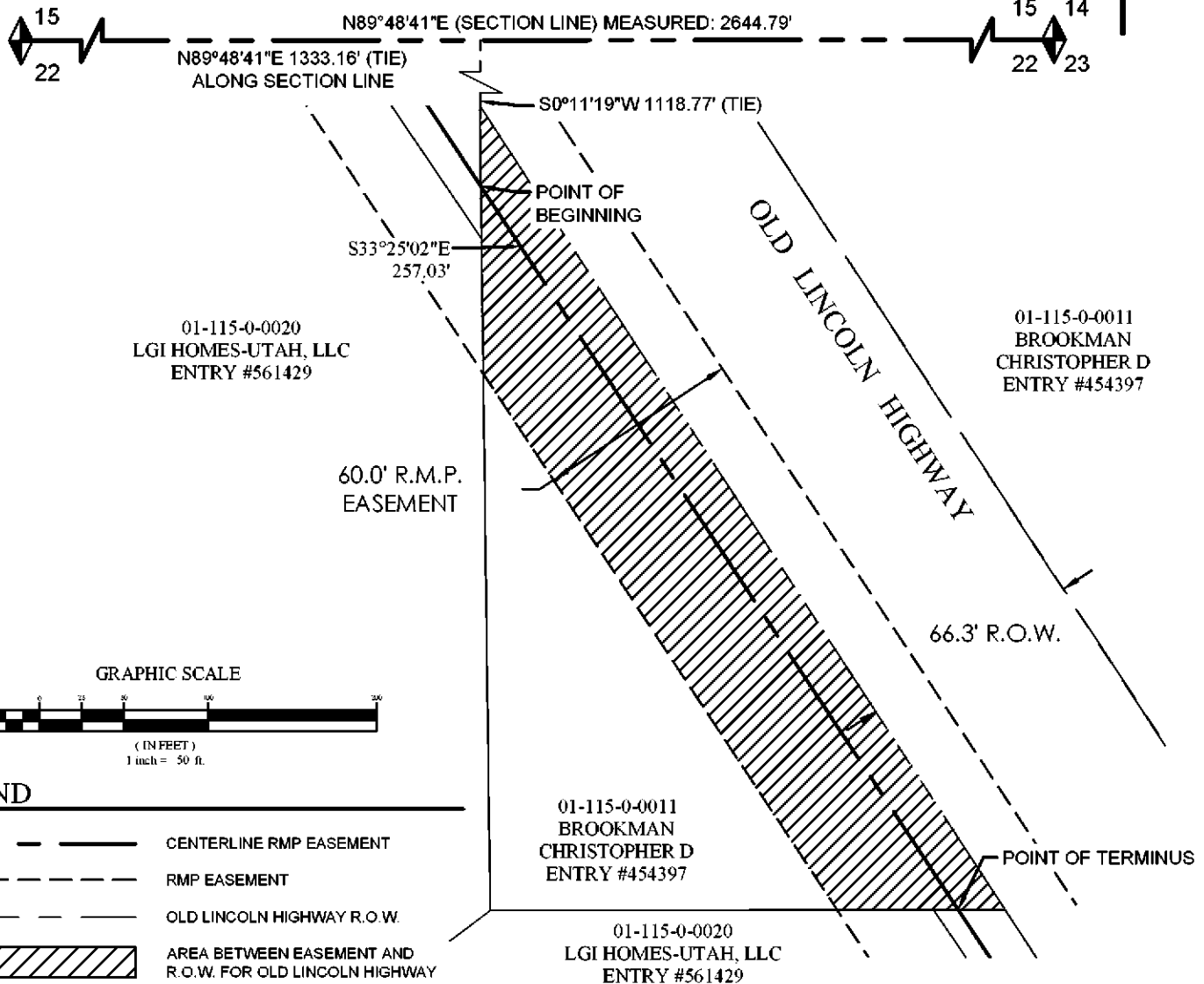
Property Description

Quarter: NE Quarter: NE Section: 22 Township 2 SOUTH (N or S),
 Range 6 WEST (E or W), SALT LAKE BASE & Meridian
 County: TOOELE State: UTAH
 Parcel Number: 01-115-0-0011



NORTH 1/4 CORNER OF
 SECTION 22, T2S, R6W, SLB&M
 1988 TOOELE COUNTY MONUMENT
 3" FLAT BRASS CAP

NORTHEAST CORNER OF
 SECTION 22, T2S, R6W, SLB&M
 TOOELE COUNTY MONUMENT



LEGEND

- CENTERLINE RMP EASEMENT
- RMP EASEMENT
- OLD LINCOLN HIGHWAY R.O.W.
- AREA BETWEEN EASEMENT AND R.O.W. FOR OLD LINCOLN HIGHWAY

CC#:	WO#:
Landowner Name: BROOKMAN CHRISTOPHER D	
Drawn by: ARS	

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: 1"=50'