


Return to: Rocky Mountain Power
R. Allen Stewart/Lisa Louder
1407 W. North Temple, #110
Salt Lake City, UT 84116

Work Order#:



ENT 47499:2010 PG 1 of 3
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Jun 08 3:45 PM FEE 0.00 BY SS
RECORDED FOR UTAH DEPARTMENT OF TRANSPOR

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Dry Creek Structures, LLC** a Limited Liability Company of the State of **UTAH** ("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, 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 UTAH County, State of UTAH, more particularly described as follows:

A perpetual easement upon a parcel of land in fee, being part of an entire tract of land, situated in the Northeast quarter of section 23, and in the Northwest quarter of the Northwest quarter of section 24, Township 5 South, Range 1 West, S.L.B. & M., in Utah County, State of Utah, to facilitate the construction of a State Road known as Project No. S-R399(42) and further described as follows:

Commencing at a point on the East quarter corner of Section 23; thence North 00°30'42" West, along the section line a distance of 1,346.62 feet; thence West, a distance of 1,040.86 feet to the POINT OF BEGINNING; thence North 89°31'41" West, a distance of 31.57 feet; thence North 00°27'30" East, a distance of 10.00 feet; thence South 89°30'29" East, a distance of 31.44 feet; thence South 00°17'12" East, a distance of 9.99 feet to the POINT OF BEGINNING.

Containing 315 square feet or 0.0072 acres, more or less.

Assessor Parcel No. 58-035-0059

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.

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Dated this 26 day of MAY, 2010.

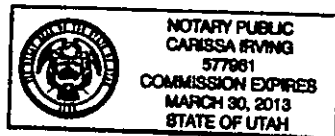
Dry Creek Structures, LLC
Limited Liability Company
By [Signature] _____
MANAGER

On the date first above written personally appeared before me, BRYCE WADSWORTH, who, being by me duly sworn, says that he is the Manager of Dry Creek Structures, LLC, a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said BRYCE WADSWORTH acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

[Signature]
Notary Public

[Seal]



My commission expires: MARCH 30, 2013

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REPRESENTATIVE ACKNOWLEDGEMENT

State of UTAH }
County of UTAH } SS.

This instrument was acknowledged before me on this 26 day of MAY,
2010, by BRUCE WADSWORTH, as PRESIDENT,
Name of Representative Title of Representative

of Dry Creek Structures, LLC
Name of Entity on behalf of whom instrument was executed

[Seal] 

Carissa Irving
Notary Public

My commission expires: MARCH 30, 2013