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TRANS BF 1-97

Return to

Mark Whitlock
Property Management Dept.
1407 West North Temple
Salt Lake City, Utah 84140

PN: T33013
Sept. 15, 1997

6762533
10/14/97 12:46 PM 13.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
UTAH POWER & LIGHT
1407 W NORTH TEMPLE
SLC, UT 84140
REC BY: Z JOHANSON DEPUTY - UT

Zona Johanson
ZONA JOHANSON

TRANSMISSION RIGHT OF WAY EASEMENT

For value received, R & H Investment
(Grantor) hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns (Grantee), an easement for a right of way 20 feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission lines 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 therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Salt Lake County, State of Utah, more particularly described as follows:

A right of way 20 feet in width, being 10 feet on each side of the following described survey line:

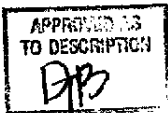
Beginning on the west boundary line of the Grantor's land at a point 34 feet north and 53 feet east, more or less, from the southwest corner of Lot 3, Block 46, Plat "A" of the Salt Lake City Survey, thence N.88°40'E. 70 feet, more or less, to a new steel stub pole on said land and being in Lot 3 of said Block 46, in the NW1/4 of the SW1/4 of Section 1, T. 1 S., R. 1 W., S.L.M., containing 0.03 of an acre, more or less.

Assessor's Map No. 15-1-312 Tax Parcel No. 15-1-302-011 & 15-1-302-012

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 and adjacent lands clear of all brush, trees, timber, structures and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor erect or permit the erection of any buildings or structures of any kind or nature, or place or use or permit any equipment or material of any kind that exceeds 12 feet in height, or light any fires, or 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

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surface of the right of way may be used for roads, 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; and this easement shall terminate if and when Grantee shall have abandoned all use of the right of way and no longer has any future need therefor.

Signed this 10th day of OCTOBER, 1997.

X R & H INVESTMENT
Richard Hart Pres

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH)
County of SALT LAKE) ss.

This instrument was acknowledged before me on OCTOBER 10, 1997, by
RICHARD HART as PRESIDENT
of R & H INVESTMENT

Mark Glen Whitlock
Notary Public
My Commission Expires 4/12/2001

