

✓ 16/4.
Return to:

Rocky Mountain Power
Attn: Lisa Louder
1407 W North Temple, Ste.110
Salt Lake City, UT 84116

PN: 10029815
RW: 20050105.2/SG

3

ENT 144263:2006 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Oct 30 9:01 am FEE 16.00 BY STL
RECORDED FOR PACIFI CORP

RIGHT OF WAY EASEMENT

For value received, Holbrook Farms, L.C., ("Grantor"), hereby grants to Rocky Mountain Power, a division of PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 47 feet in width and 177 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of electric power transmission, distribution and communication lines and all necessary accessories and appurtenances customary and incidental to the transmission of electrical power; including, without limitation: props, guys and anchor, wires, fibers, cables and other conductors and conduits therefor; and pads, transformers and switches, on or over the real property of Grantor in UTAH 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:

A right of way located in the Southwest Quarter of the Southeast Quarter of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah. The boundaries of said right of way are described as follows:

Beginning at a point on the westerly line of an existing 50-foot transmission power line corridor which is 697.90 feet N.89°58'01"E along the section line and 1281.68 feet N.00°01'59"W from the South Quarter Corner of said Section 35 and running thence N.18°13'50"W 48.79 feet along said westerly line to the north line of said Southwest Quarter of the Southeast Quarter of Section 35; thence N.89°53'49"E 177.31 feet along said north line; thence S.17°13'07"E 47.71 feet; thence S.89°38'47"W 176.17 feet to the point of beginning. Containing 8,133 square feet or 0.187 acre.

Affecting Assessor Parcel Number: 58:005:0003

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 trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities; notwithstanding the foregoing, Grantor retains the right to maintain and use an existing irrigation ditch as part of its agricultural practices.

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 landscaping or agricultural crops), on or within the boundaries of the right of way.

The easement shall not permit the Grantee to add additional poles, guys or stays, relocate, or enlarge the poles or supporting structures without the prior written consent of the Grantor, which consent shall not be unreasonably delayed or denied.

The easement is an exclusive easement and shall not permit the Grantee to add municipalities or telecommunications utilities, or other public or private individuals or companies to utilize the easement and appurtenances without the prior written consent of the Grantor, which consent may be granted or retained in the Grantor's sole and absolute discretion.

Grantee shall be responsible to insure that the easement and appurtenances are maintained and operated in accordance with all applicable federal guidelines, including guidelines pertaining to fire prevention and suppression. Grantee shall be solely responsible for the use of any chemical growth retardant, wood preservatives or aerosols, and hold Grantor harmless from any residual effects. Prior to any chemicals or agents being used on the easement or on facilities constructed on the easement, Grantor retains the right to review Grantee's use of any chemical agents.

Grantee shall be fully responsible for the clean up of any hazardous waste or hazardous waste materials deposited within the easement, and clean up associated with the erection, operation and maintenance of the power line as a result of Grantee's action.

Grantee agrees to hold Grantor harmless from and against any and all causes of action, costs, expenses or damage to the property not compensated for in the purchase of the easement, or injuries to any persons arising from the negligent operation, maintenance and utilization of the easement.

Grantee covenants and agrees that it will indemnify and hold harmless the Grantor, its successors, assigns, heirs, executors and members from any and all loss, damage or expense of any kind, whatsoever, arising out of any claim or claims by third parties whether groundless or not, which may hereafter be made against Grantor, its successors, assigns or heirs directly caused by the erection, operation and maintenance of Grantee's facilities or Grantee's use of the rights and privileges conveyed hereunder.

Grantee agrees to restore the surface of Grantor's property which may be disturbed as a result of the construction, erection, operation and maintenance of the easement to as near as its original condition as possible. Grantee agrees to pay for all damages to Grantor's property which are proximately caused by the operation and maintenance of Grantee's facilities or Grantee's use of the rights and privileges conveyed hereunder.

Upon Grantee's abandonment of the easement and appurtenances, Grantee, its successors and assigns shall remove all poles, cables, foundations, etc. associated with the power line and

shall provide Grantor with a recordable release of the easement within a period not to exceed thirty (30) days from the date of Grantee's finding of abandonment of Grantee's facilities. Grantee agrees to pay for any and all damages to Grantor's crops, pasturage, landscaping, timber, fencing, drainage and structures upon Grantor's property which are proximately caused by the removal of Grantee's facilities.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 18 day of OCT, 2006.

Holbrook Farms, L.C.

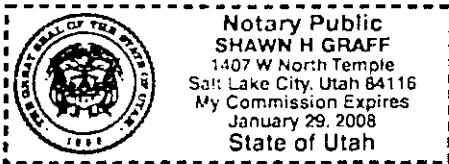
By: Steph Holbrook

Its: Partners

STATE OF UTAH)
COUNTY OF Utah)

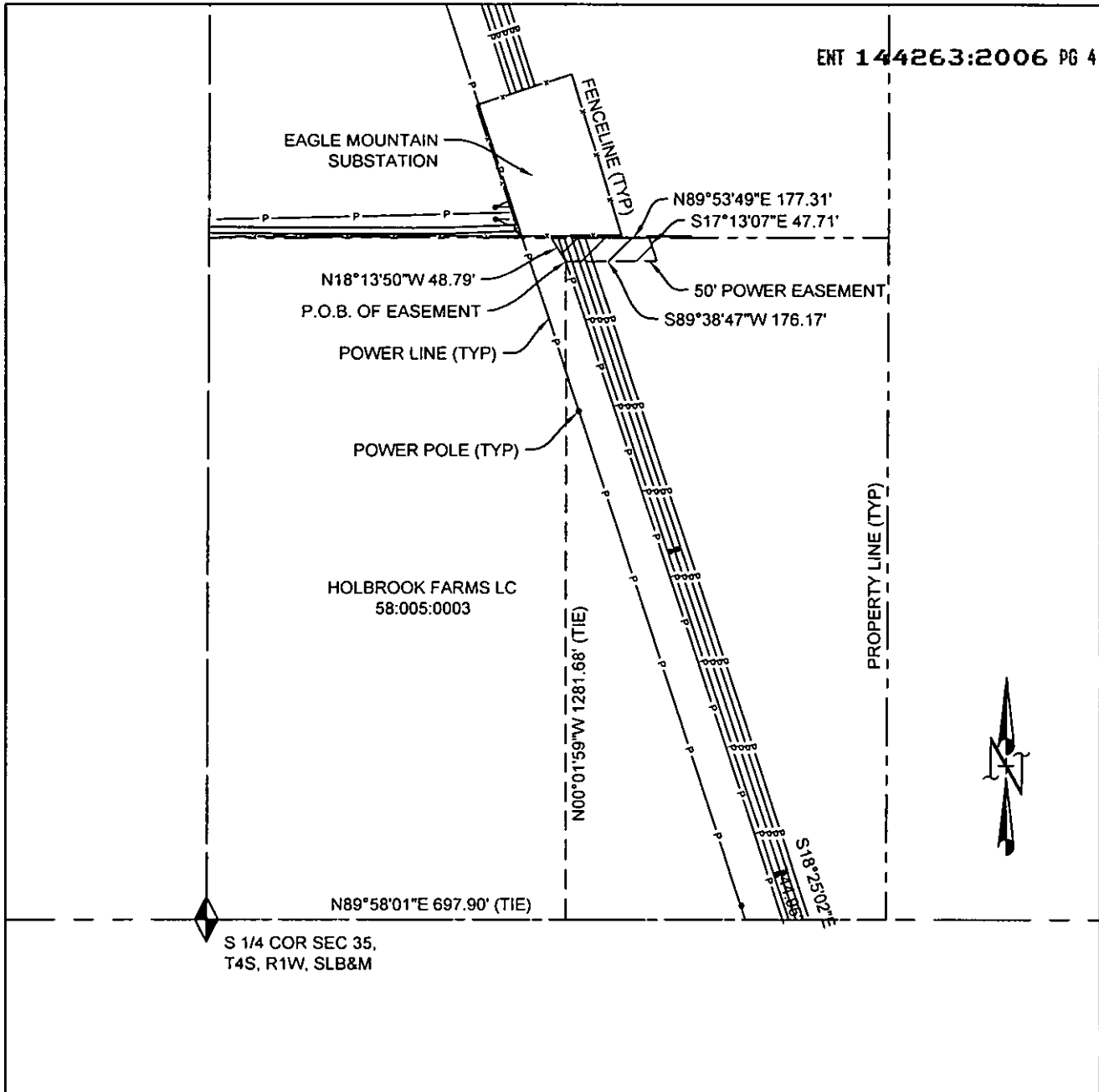
REPRESENTATIVE ACKNOWLEDGMENT

This instrument was acknowledged before me on this 18 day of October, 2006, by Stephen Holbrook, as Partner of Holbrook Farms, L.C.



Shawn H Graff
Notary Public

My commission expires: 1/29/08



EASEMENT DESCRIPTION:

An easement over property owned by HOLBROOK FARMS, LC, ("Grantors"), situated in Section 35, Township 4 South, Range 1 West, Salt Lake Base & Meridian, Utah County, Utah, and being more particularly described as follows:

The portion of "Grantors" land shown above (see easement document)

Contains: 8,133 square feet or 0.187 acre, (as described)

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 RIGHT OF WAY HEREIN GRANTED

REV 2	DATE: 9/29/06	DESC. KC-165 EAGLE MTN SUB	BY SAM	CHK KT	APP TWH
-------	---------------	----------------------------	--------	--------	---------



**ELECTRICAL
CONSULTANTS, INC.**
SALT LAKE CITY, UTAH

1410 South 900 West Woods Cross, UT 84057 (201) 292-9954

EXHIBIT "A"
EASEMENT THROUGH
HOLBROOK FARMS, LC PROPERTY
SECTION 35, T.4.S., R.1.W.
SALT LAKE BASE & MERIDIAN



SCALE 1"=300'