

When recorded return to:
 Rocky Mountain Power
 c/o Universal Field Services, Inc.
 56 South Main Street
 Tooele, UT 84074

11140229
 02/24/2011 02:39 PM \$21.00
 Book - 9907 Pg - 4633-4638
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 ROCKY MOUNTAIN POWER
 ATTN: LISA LOUDER
 1407 W NORTH TEMPLE STE 110
 SLC UT 84116-3171
 BY: ELF, DEPUTY - WI 6 P.

Project Name: Mona-Oquirrh 500/345KV ROW
 Project Tract Number: UT-18-LO-042
 RW#: 20090140 WO#: 10036561
 Tax ID#: 26-03-300-001

RIGHT OF WAY AND EASEMENT GRANT

Merlin H. Jones Family Partnership, Ltd. whose address is 1592 W. Cornerstone Drive, South Jordan, UT 84095 ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement and right of way ("Easement") over and across a certain parcel of real property owned by Grantor ("Grantor's Land") located in Salt Lake County, State of Utah. Grantor's Land is more particularly described in Exhibit "A", the legal description of the Easement referred to herein as the "Easement Area" is more particularly described and shown on Exhibit(s) "B" attached hereto and by this reference made a part hereof.

1. Easement Grant. The purpose of this Easement is to allow Grantee to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area.

2. Access. Grantee shall have a right of access along and within the described Easement Area, and the right of access to the Easement Area over and across Grantor's Land in such locations as may be reasonably necessary or convenient to carry out the purposes for which this Easement is granted. Grantor may not fence the Easement Area or preclude access in a manner that will preclude continuous longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee. The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

3. Grantor's Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or structure of any kind or nature; b) excavate closer than fifty feet (50') from any pole or structure; c) excavate anywhere in the Easement Area in a manner that undermines or removes lateral support from any pole or structure, or that prevents or impairs Grantee's access to any pole or structure; d) place or use anything, including equipment or vehicles that exceeds twelve

feet ^{16'} ~~(12')~~ in height; e) increase the existing ground elevation; f) light any fires or store flammable or hazardous materials; or g) otherwise use the Easement Area in any manner that violates the National Electric Safety Code or Grantee's safety clearance standards, as may be amended from time to time.

4. Vegetation Management. Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet ~~(12')~~ ^{16'} or outside of the Easement Area that will grow within twenty-five (25') feet of the transmission line conductor. Grantee shall have the right to prune or remove all vegetation in violation of the foregoing or, in its reasonable opinion, interferes with, is causing, or may cause a threat of harm to its facilities or improvements.

5. Miscellaneous Provisions.

5.1 Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.

5.2 Amendments. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.

5.3 No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

5.4 Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

DATED this 11th day of Feb, 2011.

Merlin H. Jones Family Partnership, Ltd.

Merlin H. Jones
Merlin H. Jones, Partner

REPRESENTATIVE ACKNOWLEDGEMENT

State of Utah
County of Salt Lake } SS.

This instrument was acknowledged before me on this 11th day of Feb., 2011,
by Merlin H. Jones, as Partner of Merlin H. Jones Family Partnership, Ltd.


Notary Public

[Seal]

My commission expires: 8/5/2013

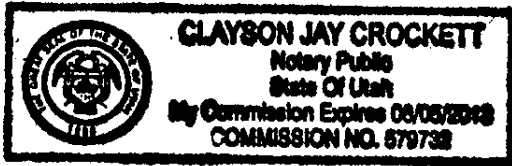


Exhibit A
(Grantor's land)

Tax ID# 26-03-300-001

Commencing at the Southwest corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base & Meridian; and running thence North 00°08'45" East along the section line 2639.37 feet to the West quarter corner of aforesaid Section 3; thence South 89°46'42" East along the quarter section line 736.38 feet to the West line of Utah Highway No. 111; thence South 08°01'47" West along said West line 2664.47 feet to the section line; thence North 89°43' West along the section line 370.90 feet to the point of beginning.

Exhibit B
(Easement Area)

Grantor

Merlin H. Jones Family Partnership, Ltd.
Tax ID# 26-03-300-001

DESCRIPTION - Easement Area

An easement 150 feet in width, being a portion of the Southwest Quarter (SW 1/4) of Section 03, Township 03 South, Range 02 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being 75 feet on each side of a centerline described as follows:

Commencing at the Southwest corner of said SW 1/4, thence South 89°27'10" East along the south line of said SW 1/4, said south line being also the south line of the Grantor's land, for a distance of 281.28 feet to the POINT OF BEGINNING;

Thence North 08°14'21" East along said centerline for a distance of 2663.76 feet, more or less, to a point on the north line of said SW 1/4, said north line being also the north line of the Grantor's land.

Right of way lines are to be shortened or extended to terminate on said north and south lines of Section 3.

Containing 9.2 acres, more or less (ground level).

Bearings and distances are expressed in terms of the Utah Coordinate System 1983 Central Zone. Distances are expressed in U. S. Survey Feet. To convert the stated grid distances to ground distances, multiply the stated grid distance by a Combined Adjustment Factor of 1.000259328617.

All as shown on Exhibit B-1 attached hereto and made a part hereof.

Prepared by:



John F. Bloodgood, PLS # 1051-2201

Date: June 18, 2010

**Exhibit B-1
(Easement Area Drawing)**

