2631161 BK 5412 PG 1226

PLEASE RETURN TO:

Rocky Mountain Power
Lisa Louder Sold House France
1407 WN Temple Suite 110 1999
Salt Lake City, Utah 84116 200 1200 13111

CC#: 11441 Work Order#: 05509539

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/07/2011 02:59 PM
FEE \$14.00 P9s: 3
DEP RT REC'D FOR ROCKY MOUNTAIN PO
WER

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, William J & Suzanne B Wright ("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 10 feet in width and approximately 50 feet in length, more or less, 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 Davis County, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

Legal Description:

BEG ON W LN OF FORMER BAMBERGER RR R/W AT A PT S 0^46'40" E 33 FT & S 89^13'20" W 1419.89 FT FR NE COR OF SW 1/4 OF SEC 31, T3N-R1E, SLM; & RUN TH S 89^13'20" W 812.66 FT TO E'LY LN OF THE FRONTAGE ROAD; TH S 0^11'10" W 50 FT ALG E'LY LN OF SD FRONTAGE ROAD; TH N 89^13'20" E 666.12 FT; TH S 0^11'10" W 137.75 FT TO A PT 220.75 FT S OF N LN OF SD SW 1/4; TH N 89^13'20" E 190 FT TO W'LY LN OF SD FORMER BAMBERGER RR; TH N 12^53'35" W 192 FT ALG W'LY LN OF SD FORMER BAMBERGER RR R/W TO THE POB. CONT. 1.49 ACRES.

The easement will pertain to a 10' strip running North and South along the West property line. The easement will consist 5' on each side of the primary line that will be installed. See Exhibit A for exact location.

Assessor Parcel No. 070720025

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

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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.

Dated this 24 day of September, 2001.

REPRESENTATIVE ACKNOWLEDGEMENT

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