



\*W2233239\*

19

Return to: Utah Power  
Attn: Karl Sewell  
1438 W 2550 S  
Ogden, UT 84401

EW 2233239 PG 1 OF 3  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
05-JAN-07 823 AM FEE \$14.00 DEP SEC  
REC FOR: PACIFICORP

CC#: 11461 WO#: 2773106

**RIGHT OF WAY EASEMENT**

For value received, **NORTH STAR HVAC INC** ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 133 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of an underground electric 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, vaults on, across, or under the surface of the real property of Grantor in Weber 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.

**Legal Description:**  
**ALL OF LOT 5, GRANITE ACRES SUBDIVISION PHASE 2 AMENDED, WEST HAVEN CITY, WEBER COUNTY, UTAH.**

Serial Number 15-312-0005 *X*

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.

**ORIGINAL**

DATED this 3/15 day of \_\_\_\_\_, 2006.

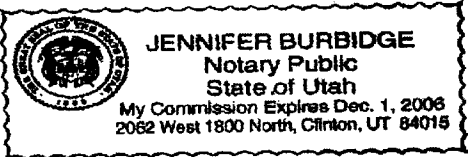
[Signature]  
\_\_\_\_\_  
NORTH STAR HVAC INC

**REPRESENTATIVE ACKNOWLEDGMENT**

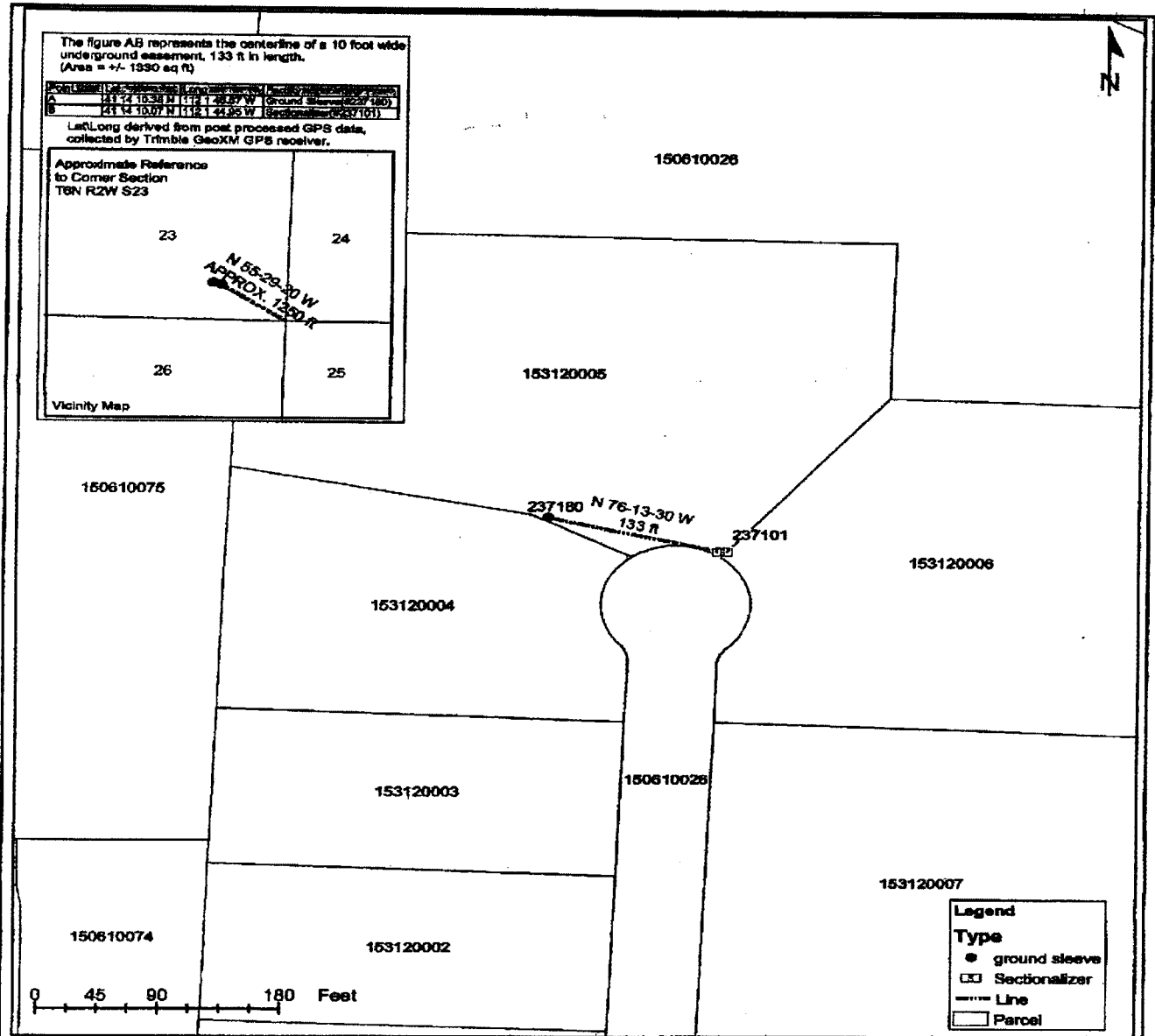
STATE OF Utah )  
County of DAVIS )

ss.

This instrument was acknowledged before me on this 15 day of March, 2006,  
by Wm. B. Dunford, as President of  
North Star HVAC, L.L.C.



Jennifer Burbidge  
Notary Public  
My commission expires: 12-1-2006



<b>Exhibit A</b>	CCK 11461      WOK2773106	SCALE AS SHOWN	 Geographic Information Systems
	SECTION: 23    TOWNSHIP: 6 N    RANGE: 2 W	LAND OWNER NAME: NORTH STAR HVAC INC	
SALT LAKE MERIDIAN, COUNTY: WEBER, STATE: UTAH	ESTIMATOR: K.SEWELL	DATE: 3/2/2008	
Parcel Number: 153120005			