

Return to:
PacifiCorp
c/o Lisa Louder/*ML*
NTO Suite No. 110
1407 West North Temple
Salt Lake City, Utah 84116

Ent 948974 Bk 1472 Pg 918
Date: 11-Jul-2007 09:45 AM Fee \$16.00
Cache County, UT
Michael Gleed, Rec. - Filed By SP
For PACIFICORP

PN No: 10030089 / RW No: 20030245

RIGHT OF WAY EASEMENT

For value received, LOGAN, UT REALTY LLC, a Utah limited liability company ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, dba Rocky Mountain Power, its successors and assigns, ("Grantee"), an easement for a right of way being 17.00 feet in width and 613.00 feet in length, more or less, for the continued maintenance, repair, replacement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, consisting of a line of poles with wires and fixtures thereon, all in accordance with the National Electric Safety Code and all other codes, laws, rules and regulations applicable thereto, as same are presently located by Grantee on the public road (1800 North Street) right of way adjacent to the real property of Grantor in **CACHE** County, State of Utah, over a portion of said real property of Grantor more particularly described as follows and as more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof:

COMMENCING at the Northwest Corner of Section 21, Township 12 North, Range 1 East, Salt Lake Base Meridian, (a found survey monument); running thence East a distance of 5494.62 feet and South a distance of 2930.57 feet more or less to a point which lies on a powerline easement and the South right-of-way line of 1800 North Street, said point being the **TRUE POINT OF BEGINNING**;

thence along said centerline the following (6) six courses:

- 1.) South 88° 16' 32" East along the south right-of-way line of 1800 North Street a distance of 612.67 feet more or less to a point on the Grantor's east line,
- 2.) South 01° 33' 53" West along said east line a distance of 16.71 feet more or less,
- 3.) North 88° 13' 54" West a distance of 13.71 feet,
- 4.) North 88° 13' 25" West a distance of 366.05 feet;
- 5.) North 88° 14' 27" West a distance of 232.77 feet more or less to a point which lies on the Grantor's west line,

6.) North 01° 03' 43" East along said Grantor's west line a distance of 16.23 feet more or less to the Point of Beginning.

Said easement area contains approximately 10,076 sq. ft. or 0.23 acres more or less.

Portion of Tax Parcel No.: Cache County 04-085-0038

Providing, however, and this easement is granted by Grantor, and accepted by Grantee, upon and subject to the following conditions:

FIRST: Grantee shall properly cut and trim any trees and remove any brush interfering with the continued maintenance of the line without unnecessary cutting, and will remove all cutting and debris.

SECOND: Grantee shall indemnify and save and keep harmless Grantor and its principals, members, partners, shareholders, officers, directors, employees and agents of, from and against any and all claims, demands, actions, causes of action, suits, judgments, costs (including reasonable attorneys' fees), expenses, executions, and liability whatsoever which may be brought, arise, or come against Grantor by reason of or in connection with the existence of said transmission line, poles, wires, or appurtenances on the right of way or by reason of the operation of the same.

THIRD: Grantee shall in case any damage shall be done to the real estate of Grantor or any of the improvements thereon, forthwith pay to Grantor the amount of such damage.

FOURTH: Grantor shall have the right to use and occupy the surface of said right of way for any purposes consistent with the rights and privileges herein granted and which will not endanger or interfere with the continued maintenance, operation or reconstruction of Grantee's said facilities.

FIFTH: These easement rights are available to Grantee only until such time as such utility installations made upon the right of way are permanently abandoned, at which time the title and interest of Grantee shall vest in the then owner(s) of the underlying fee interest in the right of way.

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The rights and obligations hereunder of Grantor and Grantee shall be binding upon and shall inure to the benefit of their respective heirs, successors and assigns.

DATED this 27th day of March, 2007.

LOGAN, UT REALTY LLC

By: TLM Realty Corp., Managing Member

By: Ronald J. Oehl

Its: President

REPRESENTATIVE ACKNOWLEDGMENT

State of New York)
)ss.
County of New York)

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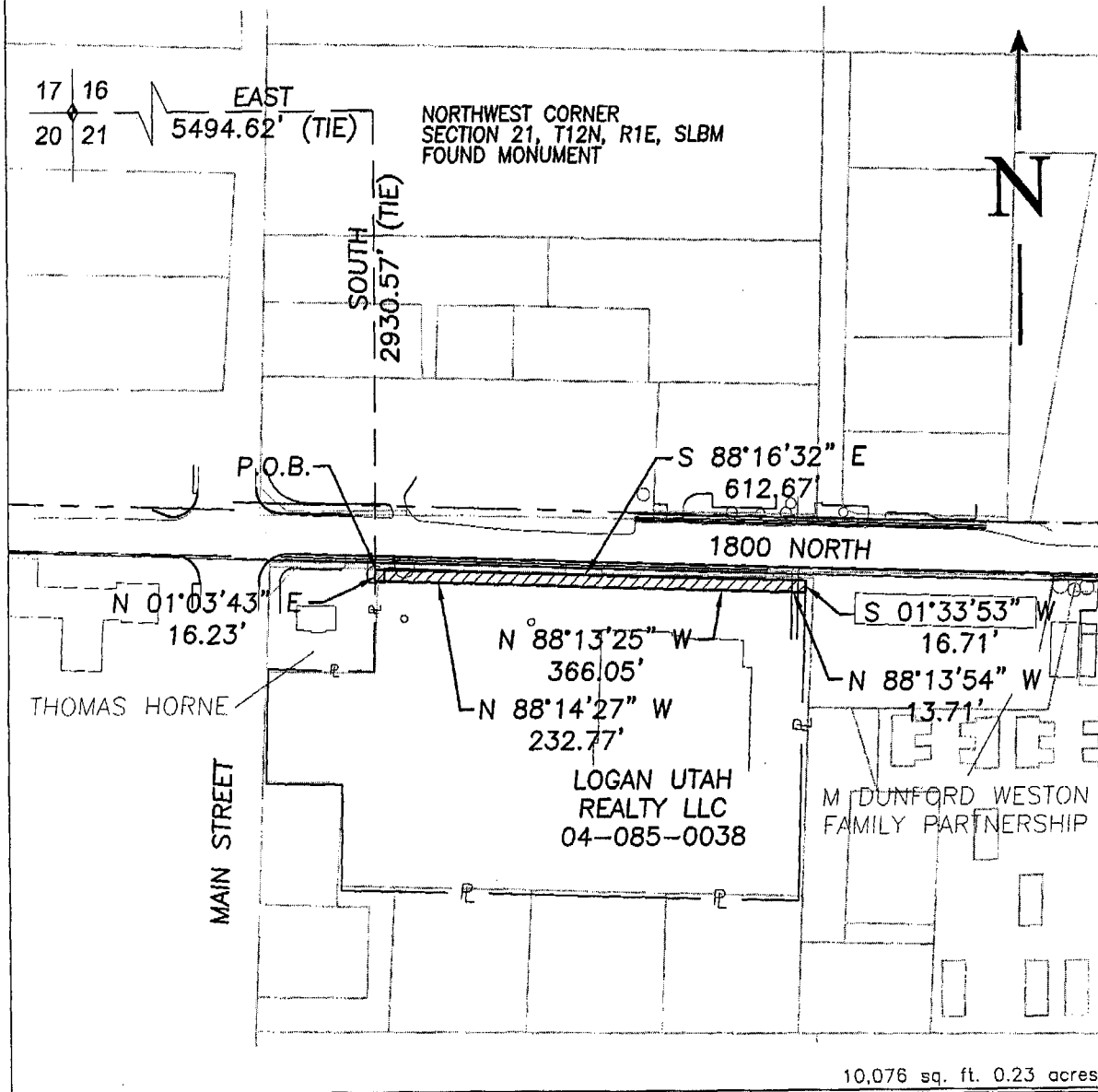
This instrument was acknowledged before me on this 27th day of March, 2007, by Ronald J. Oehl as President of TLM Realty Corp., Managing Member of LOGAN, UT REALTY LLC.

Hyman M. Gross
Notary Public

My commission expires: 9-9-2010

HYMAN M. GROSS
Notary Public, State of New York
No. 01GR5065542
Qualified in New York County
Commission Expires Sept. 9, 2010

Property Location



WO#: 10030089
RW#: 20030245
NAME: LOGAN UTAH REALTY LLC
DRAWN BY: COOK-SANDERS, INC.

This drawing should be used 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 described easement area.
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EXHIBIT A

PacifiCorp

SCALE: 1' = 200' SHEET 1 OF 1