

Return to: Pacific Power
Ron Olsen
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116

WO#: 2548463/KHD
ROW#: 20040334

00750388 Bk01732 Pg01969-01971
ALAN SPRIGGS, SUMMIT CO RECORDER
2005 SEP 12 13:12 PM FEE \$89.00 BY BJW
REQUEST: PACIFICORP

RIGHT OF WAY EASEMENT

This right of way and easement agreement ("Easement") is entered into this 31 day of August, 2005, by and between Thousand Peaks Ranches, Incorporated and Moench Investment Company, LTD, ("Grantor"), and PacifiCorp, an Oregon corporation, successors in interest by merger to Utah Power & Light company and d/b/a Utah Power, ("Grantee").

RECITALS

- A. Grantee currently owns and operates certain electric power lines located on Grantor's real property ("Grantor's Property") located in Summit County, state of Utah, as more particularly described below.

Sections 31, 32 & 33, T.4N., R.8E.

Sections 1, 12, 13, 22, 23, 24, 25 & 26, T.3N., R.7E.

Sections 4, 5, 6, 7, 8, 9, 13, 14, 15, 17, 18, 19, 20, 23, 24, 25, 30, 35 & 36, T.3N., R.8E.

Sections 1, 2, 11, 12, 13 & 14, T.2N. R.8E.

Sections, 5, 6, 7, 8, 17, 18, 19, 120 & 30. T.2N., R.9E.

Section, 25, T. 1N., R.7E.

Sections, 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 & 33, T.1N., R.8E.

- B. Grantor and Grantee have determined that it is in their mutual interest to execute and easement for each of the power lines currently located on Grantor's Property.

NOW THEREFORE, in exchange of the mutual promises herein contained and other good and valuable consideration, the parties agree as follows:

- Grantor hereby grants and conveys to Grantee an easement for each of the power lines located on Grantor's Property as of the date of this Easement. The purposes of this Easement is to allow Grantee to construct, reconstruct, operate, maintain, repair, enlarge and remove electric power, transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets.

2. Grantee shall have the right of access to the Easement for all activities in connection with the purposes for which this Easement has been granted; and together with the present and (without payment therefore) the future right to keep the Easement and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.
3. 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 agricultural crops), on or within the boundaries of the Easement. Subject to the foregoing limitations, the surface of the Easement 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.
4. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 31st day of August, 2005.


Lorin L. Moench

**As: President of Thousand Peaks Ranches, Incorporated and
General Partner of Moench Investment Company, Ltd.**

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah)
County of Salt Lake) :SS.

This instrument was acknowledged before me on this 31st day of August, 2005,
by Lorin L. Moench, as **President of Thousand Peaks Ranches,**
Incorporated and General Partner of Moench Investment Company, LTD.

K. A. Muelly
Notary Public

My commission expires: 12-13-06

RECORDERS NOTE
DUE TO THE COLOR OF THE INK
OF THE NOTARY SEAL AFFIXED
TO THIS DOCUMENT, THE
SEAL MAY BE UNSATISFACTORY
FOR COPYING.