

TRANS & DIST BF 1-97

Return to: Claudia Conder  
Suite 110  
1407 West North Temple  
Salt Lake City, Utah 84140

RC: PN: 01080131.4R

00497673 Bk01112 Pg00212-00213

ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1998 JAN 23 15:23 PM FEE \$12.00 BY DMG  
REQUEST: UTAH POWER & LIGHT

**RIGHT OF WAY EASEMENT**

For value received, NADINE F. GILMORE  
(Grantor) hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns (Grantee), an easement for a right of way 50 feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission and distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, along the general course now located by Grantee on, over or ~~under~~ the surface of the real property of Grantor in Summit County, State of Utah, more particularly described as follows:

A right of way 50 feet in width, being 25 feet on each side of the following described survey line:

Beginning on the north boundary line of the Grantor's land at a point 1375 feet north and 398 feet west, more or less, from the south one quarter corner of Section 2, T.2 S., R.4 E., S.L.M., thence S.33°40'W. 897 feet, more or less, thence S.46°49'W. 592 feet, more or less, to the west boundary line of said land and being in the SE1/4 of the SW1/4 of said Section 2: containing 1.71 acres, more or less.

Beginning on the northeasterly boundary line of the Grantor's land at a point 34 feet north and 1186 feet east, more or less, from the southwest corner of Section 2, T.2 S., R.4 E., S.L.M., thence S.46°49'W. 1363 feet, more or less, to the southwesterly boundary line of said land and being in SW1/4 of the SW1/4 of said Section 2, the NW1/4 of the NW1/4 of Section 11, Township and Range aforesaid, containing 1.56 acres, more or less.

Total area 3.27 acres, more or less.

Assessor's Map No. \_\_\_\_\_ Tax Parcel No. \_\_\_\_\_

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 and adjacent lands clear of all brush, trees, timber, structures and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor erect or permit the erection of any buildings or structures of any kind or nature, or place or use or permit any equipment or material of any kind that exceeds 12 feet

C:\desktop\larry\easement\01080131.4R



in height, or light any fires, or place or store any flammable materials (other than agricultural crops), 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 roads, agricultural crops and other purposes not inconsistent 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; and this easement shall terminate if and when Grantee shall have abandoned all use of the right of way and no longer has any future need therefor.

Signed this 14 day of JANUARY, 1998.

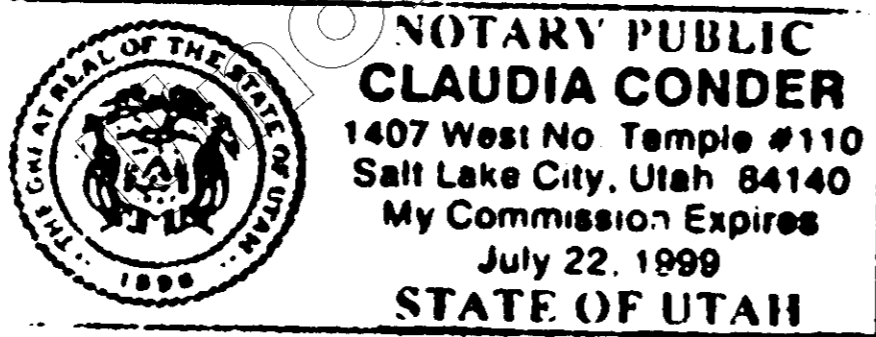
Nadene F. Gillmor

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF UTAH )  
County of SUMMIT )  
ss.

This instrument was acknowledged before me on 14<sup>th</sup> JANUARY, 1998, by

NADENE F. GILLMOR



Claudia Conder  
Notary Public  
My Commission Expires 22 JULY 1999

00497673 Bx01112 Pg00213