

Return to:

Rocky Mountain Power Attn: Lisa Louder 1407 W North Temple, Rm. 110 Salt Lake City, Utah 84116

WO: 10029815

ROW: 20050105.2b/SG Supplements File: 3876

ENT 172808:2006 PG 1 of 2 RANDALL A. COVINGTON UTAH COUNTY RECORDER 2006 Dec 21 3:49 pm FEE 12.00 BY SS RECORDED FOR PACIFI CORP

## **EASEMENT**

For value received, <u>Holbrook Farms</u>, <u>L.C.</u> ("Grantor") hereby grants to Rocky Mountain Power, a division of PacifiCorp, an Oregon corporation, its successors and assigns ("Grantee"), an easement to locate, maintain, repair, replace and remove one additional pole to its transmission, distribution, and communication lines along the general course now located by Grantee on, over and under the surface of the real property of Grantor in <u>UTAH</u> County, State of <u>UTAH</u>, more particularly described as follows and by this reference made a part hereof:

Beginning at a point 1880 feet SOUTH and 850 feet WEST, more or less, from the Northeast Corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence running S.18°33'00"E. 730 feet, more or less, to the south boundary line of Grantor's land and being in the Southeast Quarter of the Northeast Quarter of said Section 2.

This easement is granted in accord with and supplements a prior easement by and between Anna Mae Wherry and Earl Wherry (Grantor), and Utah Power & Light Company (Grantee) File No. 3876, dated September 22, 1943 and recorded in the office of the County Recorder of Utah County, Utah, November 24, 1943 as Entry No. 12098, Book 385, Pages 227-28.

· Affecting Tax ID No.: 58:021:0014

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 trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this <u>/8</u> day of <u>oct</u>, , 2006.

## Holbrook Farms, L.C.

By: Steph Hollook
Its: partin
STATE OF UTAH ) COUNTY OF Utah )
REPRESENTATIVE ACKNOWLEDGMENT
This instrument was acknowledged before me on this 18 day of October, 2006, by Stephen Holbrook, as Partner of Holbrook Farms, L.C.
Notary Public SHAWN H GRAFF 1407 W North Temple Salt Lake City. Utah 84116 My Commission Expires January 29, 2008 State of Utah My commission expires: 1/29/08