Return to:

Rocky Mountain Power

Brian Bridge

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

CC#: 10853 WO#: 10032120

RW#: 20070050

Ent 318017 Bk 936 Pm 891-893
Date: 02-APR-2007 2:12PM
Fee: \$14.00 Check Filed By: NC
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: ROCKY MOUNTAIN POWER

RIGHT OF WAY EASEMENT

For value received, <u>JMR Land and Development, LLC</u>, ("Grantor"), hereby grants to Pacificorp, an Oregon Corporation, d/b/a/ Rocky Mountain Power, its successors and assigns, ("Grantee"), an easement for a right of way <u>267</u> feet in length for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of 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, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Wasatch County, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

A right of way described as follows:

Beginning at a new pole in a proposed power line on the Grantor's land at a point 100 feet north and 515 feet west, more or less, from the south one quarter corner of Section 6, T.2S., R.5E., S.L.M., thence S.39°58'E. 182 feet, more or less, thence S.48°14'E. 85 feet, more or less, on said land and being in the SE1/4 of the SW1/4 of said Section 6 and the NE1/4 of the NW1/4 of Section 7, Township and Range aforesaid.

Tax Parcel No. OWC-0070-0-007-025

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

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 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.

Ent 318017 Bk 0936 Pg 0892

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective

BROOKE A. GORDON

142 East Spyrjass Drive
Toods, Usin 84074
My Commission Expires
November 17, 2006
Starte of Utah

heirs, successors and assigns.

(Signature of Notarial officer)

(My commission expires: Date)

(Seal)

