n- 454

When recorded return to: Rocky Mountain Power Lisa Louder 1407 West North Temple Ste. 110 Salt Lake City, UT 84116

Project Name: England Trucking (Questar Right of Way)

WO#:

RW#:

ut = 21501

RIGHT OF WAY EASEMENT

For value received, \$1.00, E & E Investment Company, a Utah limited partnership ("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 10.00 feet in width and 98.31feet in length, more or less, 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 anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; 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 Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

Legal Description: Beginning at a point which is South 89°32'13" East 1,985.12 feet and South 00°13'10" East 155.00 feet from the Northwest corner of Section 19, Township 1 South, Range 1 West Salt Lake Base and Meridian, said point being on the South East Corner of Questar Gas parcel; running thence South 00°13'10" West 98.31 feet; thence North 89°32'13" West 10.00 feet; thence North 00°13'10" East 98.31 feet; thence South 89°32'13" East 10.00 feet to the point of beginning.

Assessor Parcel No.

15-19-126-006

Together with the right of access to the right of way from adjacent lands of Grantor to the extent necessary to conduct 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 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. Grantee agrees to indemnify and hold

10858551

QUESTAR GAS COMPANY

BY: MGB, DEPUTY - WI 4 P.

PO BOX 45360 SLC UT 84145-0360

12/14/2009 03:24 PM \$16.00 Book - 9788 P9 - 2184-2187 GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

Grantor harmless from any claim, costs, or liabilities, including attorneys fees incurred by Grantor in connection with or as a result of Grantees use of Grantors adjacent property.

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.

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

Dated this 9th day of November, 2009.

By: E & E Investment Company, a Utah Limited Parnership

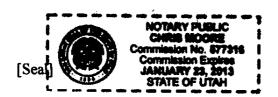
By: England Management Inc.,
Its: General Partner
()- OS/O
Name: Danie (E) Encland
Name: Daniel E. Encland
Title: President 0

State of Utah

County of Salt Lake

SS.

This instrument was acknowledged before me on this 9th day of November, 2009, by Davic E. England, as President of England Management Inc., General Partner, E & E Investment Company, a Utah Limited Partnership



Notary Public

My commission expires: $\frac{1/23/2013}{}$

