Return to:

Rocky Mountain Power Lisa Louder / Julieann 1407 W. North Temple, #110 Salt Lake City, UT 84116

CC#: 11441

Work Order#: 5370844

10944063 04/30/2010 11:59 AM \$19.00 Book - 9822 P9 - 902-904 GARRY W. OTT RECORDER, SALT LAKE COUNTY, UTAH ROCKY MOUNTAIN POWER ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SLC UT 84116-3171

BY: ZJM, DEPUTY - WI 3 P.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, KeyBank National Association, ("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 5' & 18' feet in width and 18' & 10' feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, 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: E 5FT OF LOTS 1 2 & 3 & E 5FT OF LOT 4 & 5 90.55 FT OF LOTS 5 & 6, BLK4, WASATCH HEIGHTS. 4846-0671-9048-5933

Assessor Parcel No. 16152050020000

Notwithstanding anything in this easement to the contrary, the placement of any pads, transformers, cabinets or other equipment on the surface of the easement shall be at the location that is mutually acceptable to Grantor and Grantee. 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 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 or store any flammable materials (other than agricultural crops), or light any fires, 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 reasonably by Grantee, with the purposes for which this easement has been granted. Notwithstanding the foregoing to the contrary, the parking of motor vehicles on the surface of the easement is not a prohibited activity under this easement.

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

KEYBANK NATIONAL ASSOCIATION A national banking association By Mark Phillips, Vice President	
Dated this(らり) day of April, 2010.	
REPRESENTATIVE ACKNOWLEDGEMENT State of Golovada Olio	
County of Cuyahoga	SS.
This instrument was acknowledged before me on this day of April, 2010, by, as Vice President	
Name of Representative Title of Representative of KeyBank National Association, a national banking association. Name of Rotity on behalf of whom instrument was executed	
	Mary Jublic Notary Public
[Seal]	My commission expires: 1-17-12

GRANTOR:

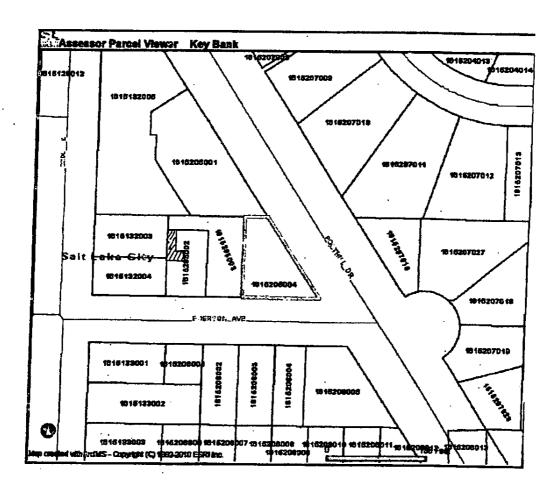
MARY JO DELARIA NOTARY PUBLIC • STATE OF OHIO My commission expires Jan. 17, 2012 **Property Description**

Section: 15 Township | S (N & S), Range | E (E & W)

Salt Lake Meridian

County: Salt Lake
Parcel Number: 1615205002 State: Utah





Drawn by: Ichapman

EXHIBIT A

easement area

This drawing should be used only as a representation of the location of the easement being convey-d. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

PacifiCorp

SCALE: N.T.S.