

LEE R NIELSON
UTAH POWER & LIGHT COMPANY
710 NORTH MAIN
RICHFIELD, UTAH 84701

Return to:

Mr. Lee Nielson
PacifiCorp/U.P.& L.
P.O. Box 880
47 South Main Street
Richfield, Utah 84701

00634095 Pg. 1308 Pg 0905
RUSSELL SHIRTS * WASHINGTON CO RECORDER
1999 JAN 29 11:21 AM FEE \$12.00 BY VAJ
FOR: UTAH POWER & LIGHT CO

RC: 55955 WO: 01470771
ROW File No: 19980180.1

RIGHT OF WAY EASEMENT

For value received, ~~Albert C. Luper's Shady Acres~~ ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 152.4 feet 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 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 Washington County, State of Utah, more particularly described as follows:

A right of way 10 feet in width, being 5 feet on each side of the following described survey line:

Beginning at a new pole in an existing power line on the Grantor's land at a point 3063 feet south and 2997 feet west, more or less, from the northeast corner of Section 2, T.42 S., R.11 W., S.L.M., thence N.21°35'E. 152.4 feet on said land and being in the NE1/4 of the SW1/4 of said Section 2.

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, 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.

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.

DATED this 20th day of January, 1999.

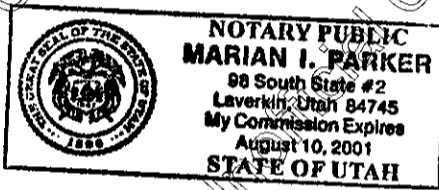
Albert C. Cooper
Grantor(s)

Sheeley M. Cooper

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)
County of Washington)ss.

This instrument was acknowledged before me on this 20th day of JANUARY, 1999,
by Albert C. Cooper, Sheeley M. Cooper



Marian I. Parker
Notary Public
My commission expires: 8-10-2001