Return to:

Pacificorp

d/b/a Rocky Mountain Power

Al Petersen

1569 West North Temple Salt Lake City, Utah 84116 10984965

07/06/2010 12:03 PM **\$14.** □ **①** Book - 9838 Ps - 7341-7343

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

ROCKY MOUNTAIN POWER ATTN: LISA LOUDER

1407 W NORTH TEMPLE STE 110

SLC UT 84116-3171

BY: BRR, DEPUTY - WI 3 P.

CC#:

WO#: 5441901

RIGHT OF WAY EASEMENT

For value received, Jack E. Plumb ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, ("Grantee"), a perpetual easement for a right of way 10' feet in width and 127' feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's 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, across or under the surface of the real property of Grantor in Salt Lake City County, State of Utah, more particularly described as follows and/or shown on Exhibit(s) Exhibit A attached hereto and by this reference made a part hereof:

A portion of Lots 2 & 3, more particularly shown on attached Exhibit 'A', of Anderson Cove Amended Subdivison, according to the official plat thereof, recorded as Instrument 10277431, November 16, 2007, at Book 2007P, Page 442, in the office of the Salt Lake County Recorder, also known by street and Number 4263 Emigration Canyon Road, Salt Lake City, Ut 84108 with all appurtenances.

Assessor's Map No.

Parcel Nos. 1601276008-1601276009

Together with the right of ingress and egress, for Grantee, its contractors, or agents, 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, material or vegetation 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 shall run with the land.

Dated this 25th day of JMVQ , 2010.

