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Return to:

Rocky Mountain Power Attn: Lisa Louder/ Delynn Rodeback 1407 W. North Temple, Ste. 110 Salt Lake City, UT 84116

ENT 111419:2008 PG 1 of 3 RANDALL A. COVINGTON UTAH COUNTY RECORDER 2008 Oct 10 12:55 pm FEE 14.00 BY SW RECORDED FOR PACIFICORP

CC#: 13130

Work Order#: 5186405

RW: 20080210

RIGHT OF WAY EASEMENT

For value received, Pen & Ink, LTD., 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 feet in width and 1307.8 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 Utah 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 10 feet in width, being 5 feet on each side of the centerline of the power line described as follows:

Beginning on the north boundary line of the Grantor's land at a point 91 feet south and 1747 feet west, more or less, from the east one quarter corner of Section 30, T.5S., R.2E., S.L.M., thence South 35.8 feet, more or less, thence S.47°58'E. 105 feet, more or less, thence S.0°10'W. 1167 feet, more or less, on said land and being in the W1/2 of the SE1/4 of said Section 30.

Assessor Parcel No. 14:057:0077

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.

DATED this day of	October	, 2008.	
Danto			
Grantor (Grantor	

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah
County of Utah ss.
This instrument was acknowledged before me on this, day of October,
2008, by <u>Jeaneffe R. Lynton</u> , as
General Partner/Maurger of Pendink, Ltd.
THOMAS P ISOM
Notary Public My commission expires: Oct 27, 2010
PLEASANT GROVE, UT SAGEZ

