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

WO#: 10041816

RW#: 20100230/20090094

11190667 05/31/2011 03:53 PM \$14.00 Book - 9927 Pa - 9225-9227 GAFRY 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 - MA 3 P.

RIGHT OF WAY OVERHANG EASEMENT

For value received, **Trophies Inc.**, ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, its successors and assigns, ("Grantee"), an overhang easement for a right of way 6 feet in width and 58.5 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto, along the general course now located by Grantee over the surface of the real property of Grantor in Salt Lake County, State of Utah, more particularly described as follows or as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof, and it being understood and agreed that no physical facilities shall be constructed on or under Grantor's property under the terms of this Right of Way overhang easement:

A right of way over the north 6 feet of the Grantor's land, being 6 feet south of and adjacent to the following described north boundary line of said Grantor's land:

Beginning on the Grantor's land at the northeast corner of Lot 15, Block 1, Franklin Subdivision, thence Westerly 58.5 feet, more or less, along the north boundary line to the northwest corner of said Grantor's land and being in Lot 15, Block 1 of said Franklin Subdivision, in Block 2, Plat 5 of Block 46, Official Survey of Plat C, Salt Lake City Survey, containing 351.0 square feet or 0.01 of an acre, more or less.

Tax Parcel No. 15-02-232-001

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.

Grantee agrees to defend, indemnify, and hold harmless Grantor from and against any and all liability, damage, loss, costs, and expense, including attorneys' fee, arising from Grantee's use or occupation of Grantor's property, except to the extent that such injury or damage results from Grantor's gross negligence or willful misconduct.

Page 1 of 2 S:PROPMGNT\Janke\WO 10035803.15OHr1\Trophies Inc.doc

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

DATED this 26 day of May, 2011. Evelyn M. Thomasson, Vice President/Secretary Trophies Inc. REPRESENTATIVE ACKNOWLEDGEMENTS State of Utah SS. County of Salt Lake This instrument was acknowledged before me on this 16 day of May, 2011, by, Charles D. Stephenson as, President/Treasurer of Trophies Inc. My commission expires: $\frac{7 r}{2\sigma r}$ State of Utah ss. County of Salt Lake This instrument was acknowledged before me on this $\frac{26}{4}$ day of $\frac{\mu \mu}{4}$, 2011, by, Evelyn M. Thomasson as, Vice President/Secretary of Trophies Inc.



Notary Public

My commission expires: $\frac{7}{17/201}$

Page 2 of 2

