

Return to:

Utah Power AT&S Glenn Lawrence
70 N 200 E
American Fork, UT 84003
CC: 11421 WO: 2125041

ENT 152629:2002 PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Dec 17 10:06 am FEE 12.00 BY SFS
RECORDED FOR EMPIRE LAND TITLE COMPANY

WEST DESERT AIRPARK LLC
ET AL AN INT

RIGHT OF WAY EASEMENT

For value received, WEST DESERT AIRPARK LLC, ("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 1330 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 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 or under the surface of the real property of Grantor in Utah County, State of Utah, more particularly described as follows:

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

Beginning at a pole in an existing power line on the Grantor's land at a point 1192 feet south and 1356 feet east, more or less; from the northwest corner of Section 5, T. 7 S., R. 2 W., S.L.M., thence Underground S.0°30'W. 160 feet, more or less, thence S.88°56'E. 1160 feet, more or less, thence N.0°58'E. 100 feet, more or less, to an underground transformer on said land and being in the NE ¼ of the NW ¼ of said Section 5.

Assessor's Map No. _____ Tax Parcel No. 59:113:0002

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 09 day of DEC, 2002.

<u>MD Pringle</u> Grantor(s)	_____	Grantor(s)
<u>MD Pringle</u> Grantor(s)	_____	Grantor(s)

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah)

County of Utah) ss.

This instrument was acknowledged before me on this 11 day of Dec, 2002, by Mark D Pringle, as Owner of West Desert Air Park LLC

Debra H Harris
Notary Public
My commission expires: 3-12-06

