

Return to: Rocky Mountain Power
Attn: Brian Bridge
1407 W. North Temple, Ste. 110
Salt Lake City, UT 84116

CC#: 10853 Work Order#: 10033963
RW: 20070297

ENTRY NO. 00830004

11/06/2007 01:40:36 PM B: 1898 P: 0453

Right of Way PAGE 1/4

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 20.00 BY ROCKY MOUNTAIN POWER



RIGHT OF WAY EASEMENT

For value received, Summit County Municipal Building Authority (“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 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 **Summit** 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 50 feet in width, being 25 feet on each side of the centerline of the following described survey line:

Beginning on the Grantor’s land at a new pole in an existing power line at a point 1236 feet north, more or less, along the section line from the west one quarter corner of Section 31, T.1S., R.4E., S.L.M., thence S.85°38’E. 282 feet, more or less, thence S.10°29’E. 94 feet, more or less, to the southeasterly boundary line of said land, said boundary line also being the northwesterly right of way line of Copper Lane, and being in Parcel F6 of Amended Frostwood-A Planned Community Subdivision in the SW1/4 of the NE1/4 of said Section 31, containing 0.43 of an acre, more or less.

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

Beginning in the first above described survey line on the Grantor’s land at a point 1236 feet north, more or less, along the section line from the west one quarter corner of Section 31, T.1S., R.4E., S.L.M., thence N.85°38’W. 66 feet, more or less, on said land and being in Parcel F6 of Amended Frostwood Subdivision in the SW1/4 of the NW1/4 of said Section 31, containing 0.01 of an acre, more or less.

Beginning in the first above described survey line on the Grantor's land at a point 1236 feet north, more or less, along the section line from the west one quarter corner of Section 31, T.1S., R.4E., S.L.M., thence S.0°47'W. 66 feet, more or less, on said land and being in Parcel F6 of Amended Frostwood Subdivision in the SW1/4 of the NW1/4 of said Section 31, containing 0.01 of an acre, more or less.

Beginning in the first above described survey line on the Grantor's land at a point 1215 feet north and 280 feet east, more or less, from the west one quarter corner of Section 31, T.1S., R.4E., S.L.M., thence N.10°29'W. 56 feet, more or less, to the northeasterly boundary line of said land and being in Parcel F6 of Amended Frostwood Subdivision in the SW1/4 of the NW1/4 of said Section 31, containing 0.01 of an acre, more or less.

Beginning in the first above described survey line on the Grantor's land at a point 1215 feet north and 280 feet east, more or less, from the west one quarter corner of Section 31, T.1S., R.4E., S.L.M., thence S.85°38'E. 71 feet, more or less, on said land and being in Parcel F6 of Amended Frostwood Subdivision in the SW1/4 of the NW1/4 of said Section 31, containing 0.02 of an acre, more or less.

Total area 0.48 of an acre, more or less.

Assessor Parcel Nos. FRSTW-F6-1AM

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 parties to this agreement acknowledge that it is contemplated that the overhead power lines and above-ground related equipment of Grantee which are the subject of this agreement will at some future time be buried underground. Notwithstanding the foregoing, Grantee shall not be required to pay for the cost of the burial of such power lines and above-ground related equipment of Grantee, it being understood and agreed that the cost thereof shall be born by a party or parties other than Grantee pursuant to a separate agreement. Following the completion of the burial of the power lines and related equipment within a period to be determined solely by Grantee, which time period will not be unreasonable, Grantee will remove all of Grantee's above-ground equipment from the Easement Property and Grantor and Grantee shall execute an instrument sufficient to terminate this agreement and cause such termination instrument to be recorded in the official records of the Summit County, Utah recorder.

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

DATED this 31 day of October, 2007.

Sally Elliott
Summit County Municipal Building Authority - Grantor

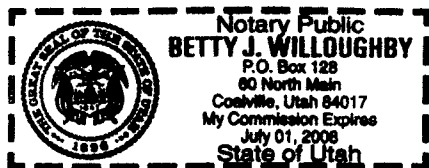
Summit County Municipal Building Authority - Grantor

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah)
County of Summit) ss.

This instrument was acknowledged before me on this 31 day of October, 2007,
by Sally Elliott, as
chair of Summit County Commissioners

Betty J. Willoughby
Notary Public
My commission expires: 7-1-08



REPRESENTATIVE ACKNOWLEDGMENT

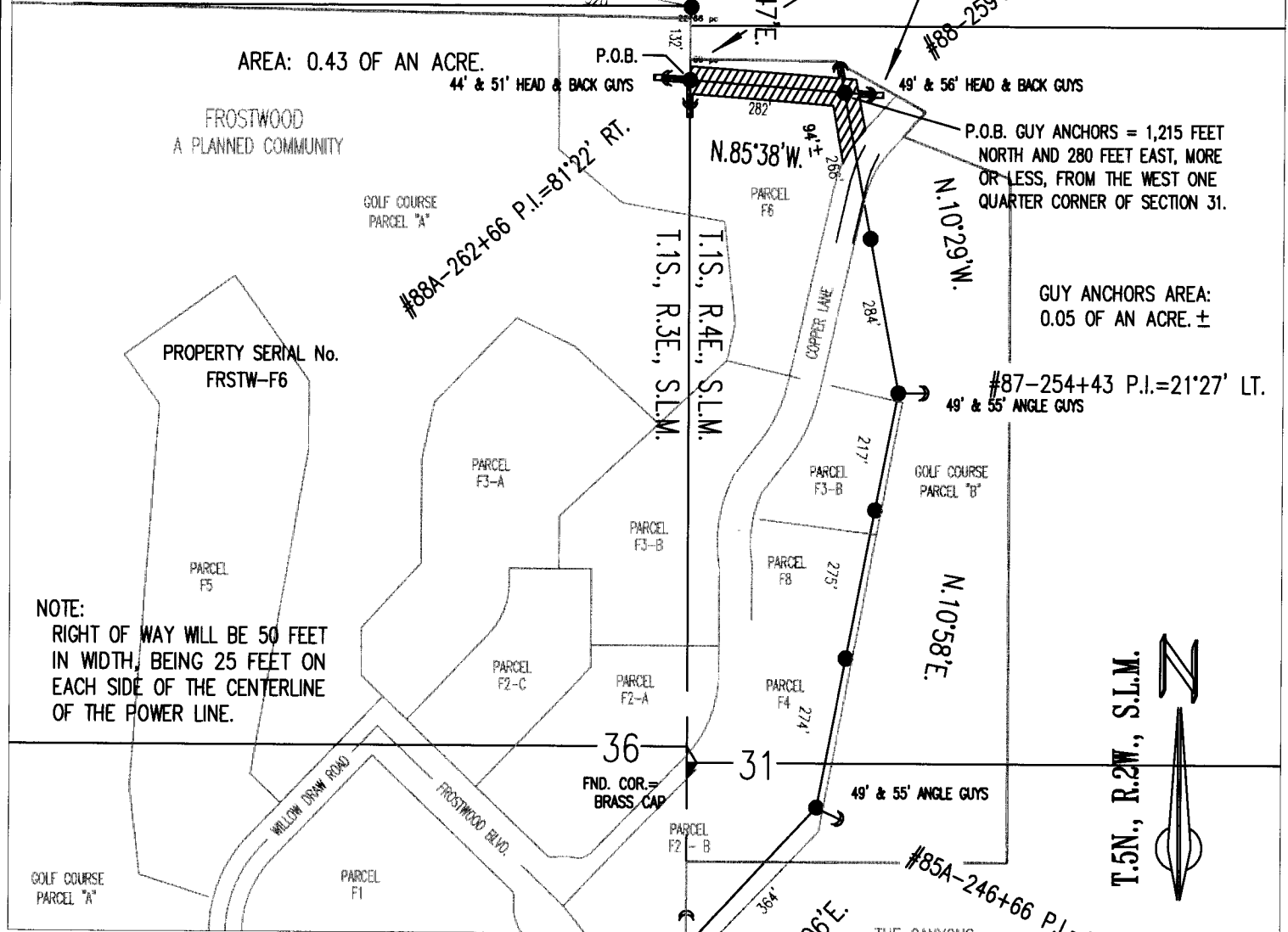
STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me on this _____ day of _____, 2007,
by _____, as
_____ of _____.

Notary Public
My commission expires: _____

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

P.O.B. = 1,236 FEET NORTH, MORE OR LESS, ALONG THE SECTION LINE FROM THE WEST ONE QUARTER CORNER SECTION 31.



NOTE:
RIGHT OF WAY WILL BE 50 FEET IN WIDTH, BEING 25 FEET ON EACH SIDE OF THE CENTERLINE OF THE POWER LINE.

DATE: AUGUST 28, 2007
 SPONSOR: ROY E. MOFFAT
 SURVEYED BY: N/A
 DRAWN BY: D. T. Boyd
 CHECKED BY: R.G.O./M. JANKE
 PLOT SCALE: 1 = 1
 CAD No: C:\DWG\10031973

EXHIBIT "A"
 COTTONWOOD - PARK CITY 46KV TRANSMISSION LINE
 TEMPORARY RELOCATION TO ACCOMMODATE
 FROSTWOOD PLANNED COMMUNITY DEVELOPMENT
 EASEMENT No. 1B
 PARK CITY, SUMMIT COUNTY, UTAH

APPROVAL
 JERRY H. ISAACSON
 LEAD SENIOR ENGINEER LINE CIVIL DESIGN

ROCKY MOUNTAIN POWER
 A DIVISION OF PACIFICORP

GOLDEN SPIKE AREA

SCALE: 1" = 300' SHEET 1 OF 1 P10031973 Page 4 of 4 REF. REV. Summit Co