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07/03/2006 12:41 PM \$16.00  
Book - 9317 Pg - 4216-4219  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH POWER & LIGHT  
1407 W NORTH TEMPLE  
SLC UT 84116-3171  
BY: EPM, DEPUTY - WI 4 P.

Return to: Utah Power,  
Ron Olsen /slup  
107 West North Temple Ste. 110  
Salt Lake City, UT 84116

CC#: 13328 WO#: 2738048  
RW#: 20060046

Parcel I.D. Nos. 2626200002, 2626200001, 2626400001

**RIGHT OF WAY EASEMENT AGREEMENT**

This Right of Way Easement Agreement (the "Agreement") is made between The Last Holdout, L.L.C., a Utah limited liability company ("Grantor") and PacifiCorp, an Oregon corporation ("Grantee"). For value received, Grantor hereby grants to Grantee a non-exclusive easement (the "Easement") for a right of way 10 feet in width and 3867 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, wires, fibers, cables and other conductors and conduits therefore; 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 Salt Lake County, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof (the "Easement Property").

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

Beginning on the Grantor's land at a point 107 feet south and 333 feet east, more or less, from the north one quarter corner of Section 26, T.3S., R.2W., S.L.M., thence S 0°16' E. 3667 feet, more or less, thence S. 0°34' E. 200 feet, more or less, to the south boundary line of said land and being in the W ½ of the E ½ of said Section 26.

Assessor's Map No. \_\_\_\_\_

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 in the event Grantee is unable to access the Easement Property from the adjoining public roadway immediately west of the Easement, and together with the present and (without payment therefore) the future right to keep the Easement Property clear of all brush, trees, timber,

structures, buildings and other hazards which might endanger Grantee's facilities or impeded 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 (other than farm equipment), light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the Easement Property. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops, the planting of sod, shrubs, bushes, small trees and other purposes not inconsistent, as reasonably determined by Grantee, with the purposes for which the Easement has been granted.

The parties agree that the Easement shall be subject to the following additional conditions and restrictions:

a. Grantee and its agents and contractors in performance of any work on the Easement Property shall restore all Easement Property through which work traverses, occurs, is staged or impacted to its original condition.

b. Grantee also agrees to repair any damages Grantee causes to the Easement Property, fences or road(s) within the right-of-way, and shall return the same to the same condition existing prior to the Grantee's use of the Easement Property.

c. Grantee agrees that, to the extent that foreign materials are required for the construction of the facilities, Grantee will utilize clean materials in order to prevent weed growth on the Easement Property.

d. Grantee agrees to a one-time walk thru to pick and remove all rocks on the Easement Property greater than 4 inches in diameter brought to the surface during construction or other activities or through the use of Grantee or its contractors, employees or agents of the Easements.

e. Grantor recognizes that Grantee has the power of eminent domain and reserves the right to condemn the Easement for said utility line as a last resort if necessary. Consequently, Grantee has acquired the Easement under threat of condemnation.

f. Grantor grants permission to Grantee, its employees, agents, and contractors reasonable access to and across the Easement Property including the construction working space.

g. Grantor shall have the perpetual right to use the Easement Property, so long as it does not interfere with Grantee's right to use the Easement Property in accordance with the terms hereof.

h. Nothing contained herein shall be deemed a gift or dedication of the Easement Property to the general public for any purpose whatsoever.

i. Grantee agrees to allow Grantor, both during construction of the utility line and after, an access route across the Easement Property at least 120' in width, so as to allow Grantor to transport its farm related equipment to and across Grantor's adjoining property.

j. Grantee agrees that all existing topsoil on the Easement Property will be removed, stockpiled during construction and then replaced on the Easement Property as soon as construction is complete.

k. This Agreement will be binding on the successors and assigns of the respective parties and will be a covenant running with the land of the Easement Property.

l. Grantee will cooperate with Grantor in connection with any 1031 or 1033 exchange.

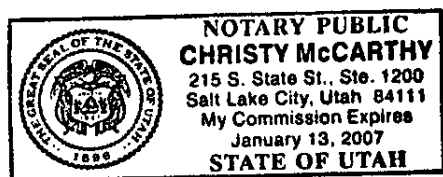
WITNESS the execution hereof this 26 day of May, 2006.

THE LAST HOLDOUT, L.L.C., a Utah  
limited liability company

By: David S. Bastian  
David S. Bastian, Manager

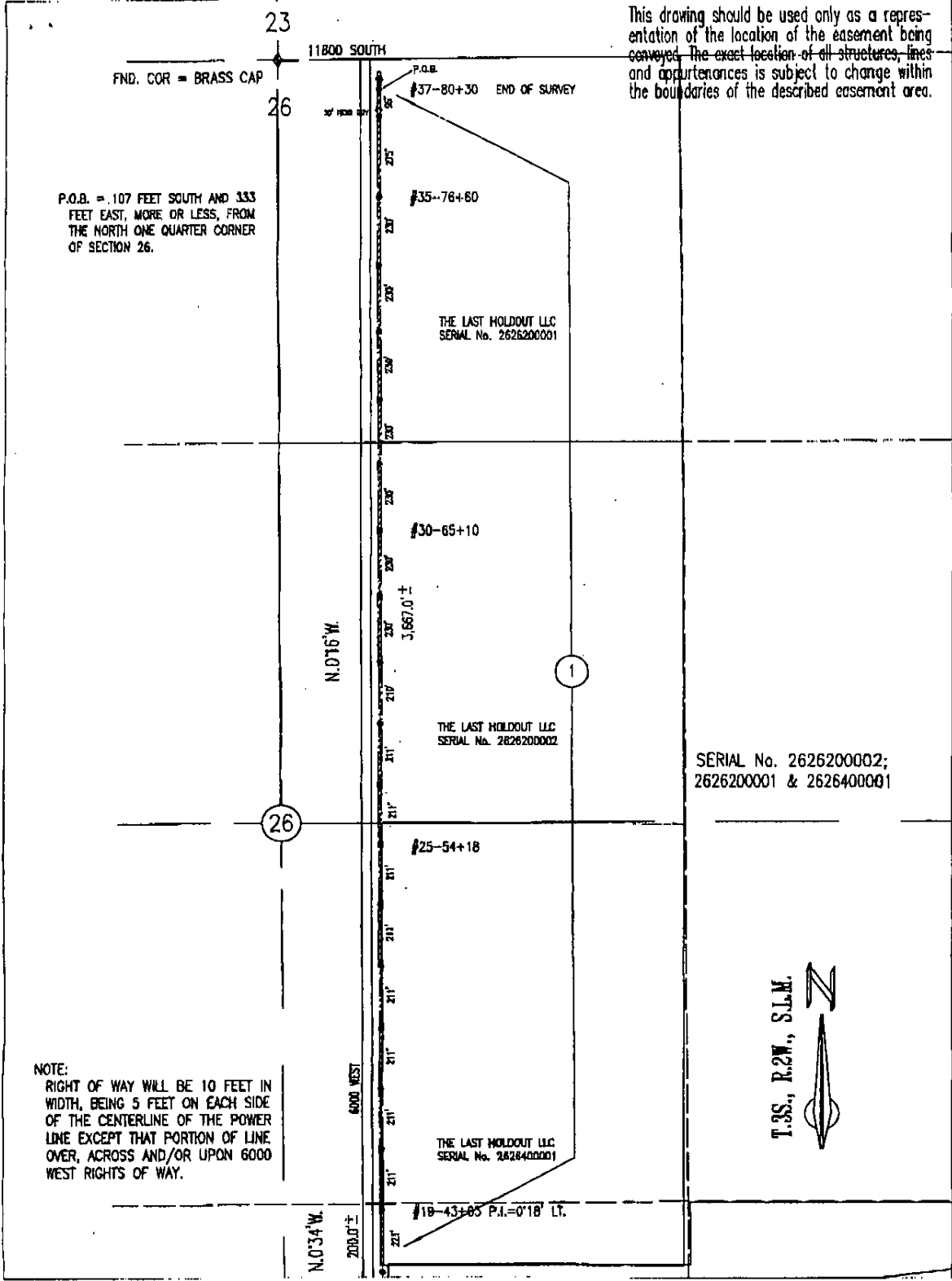
STATE OF UTAH                                    )  
  ) ss.  
COUNTY OF SALT LAKE                    )

On the 26th day of May, 2006, personally appeared before me David S. Bastian, being duly sworn, did say that he is a Manager of The Last Holdout, L.L.C., and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Christy McCarthy  
Notary Public

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. = .107 FEET SOUTH AND 333 FEET EAST, MORE OR LESS, FROM THE NORTH ONE QUARTER CORNER OF SECTION 26.

FND. COR = BRASS CAP

THE LAST HOLDOUT LLC  
SERIAL No. 2626200001

THE LAST HOLDOUT LLC  
SERIAL No. 2626200002

THE LAST HOLDOUT LLC  
SERIAL No. 2626400001

SERIAL No. 2626200002;  
2626200001 & 2626400001

NOTE:  
RIGHT OF WAY WILL BE 10 FEET IN WIDTH, BEING 5 FEET ON EACH SIDE OF THE CENTERLINE OF THE POWER LINE EXCEPT THAT PORTION OF LINE OVER, ACROSS AND/OR UPON 6000 WEST RIGHTS OF WAY.



DATE: FEBRUARY 23, 2006  
SPONSOR: CLYDE F. LATTA  
SURVEYED BY: U.P.&L Co./K.E.L.  
DRAWN BY: D. T. Boyd  
CHECKED BY: D. T. Boyd  
PLOT SCALE: 1" = 1'  
CAD No: R:\ROW\000UOY01.DWG

EXHIBIT "A"  
OVERHEAD DISTRIBUTION LINE REBUILD AND UPGRADE  
OF THE SUNRISE CIRCUIT No. 17  
ALONG 6000 WEST BETWEEN 11800 TO 12900 SOUTH  
EASEMENT No. 1  
HERRIMAN, SALT LAKE COUNTY, UTAH

**PACIFICORP** SOUTH JORDAN AREA

APPROVAL  
JERRY H. ISAACSON

SCALE: 1" = 400' SHEET 1 OF 1 PN 2738048 REF. REV.

Exhibit "A"