REV050712 Return to: Rocky Mountain Power Lisa Louder/ Mike Imes 1407 West North Temple Ste. 110 Salt Lake City, UT 84116

Project Name: OH Dist to serve Woodruff Apt Bldg

Project Tract Number: 1

WO#: <u>5658322</u> RW#: <u>20120108</u> 11568006 01/31/2013 12:35 PM \$14.00 Book - 10103 Ps - 5951-5953 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH ROCKY MOUNTAIN POWER ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SLC UT 84116-3171 BY: SLR, DEPUTY - WI 3 P.

RIGHT OF WAY EASEMENT

For value received, G, G & D Woodruff, L.L.C., a Utah Limited Liability Company, ("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 20 feet in width and 190 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 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:

A right of way 20 feet in width, being 20 feet south of and adjacent to the north boundary line of the Grantor's land described as follows:

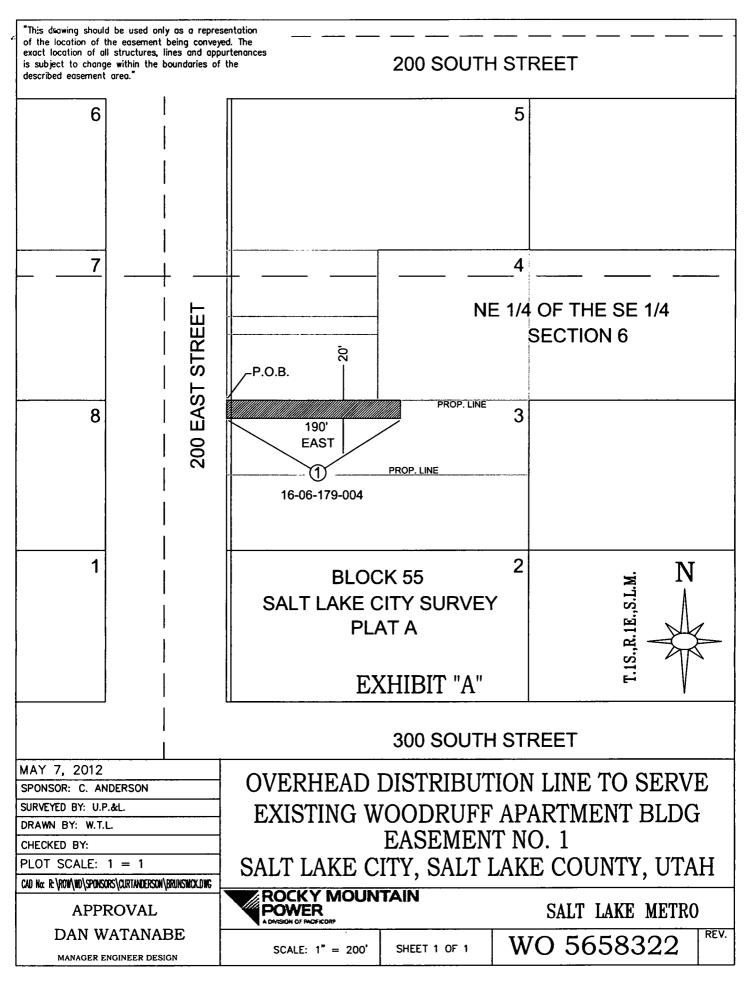
Beginning at the northeast corner of the Grantor's land, said northeast corner also being the northeast corner of Lot 3, Block 55, Salt Lake City Survey, Plat A; thence East 190 feet, more or less, along the north boundary line of said Grantor's land, being on said land and being in said Lot 3 in the NE1/4 of the NW1/4 of said Section 6.

Assessor Parcel No. 16-06-179-004

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 therefore) 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.

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their respective heirs, successors and assigns. pated this 27 day of November, 2012. (Insert Grantor Name Here) GRANTOR Acknowledgment by a Corporation, LLC, or Partnership: STATE OF Littah)) ss. County of 5alt Lake) On this 216th day of November, 2012, before me, the undersigned Notary Public in and for said State, personally appeared Gregory H. Hughes (name), known or identified to me to be the (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. **Notary Public** CHELLE V. LARSEN NOTARY PUBLIC FOR Utch Residing at: 10500 Lockspur Drue Sond (city, state)

My Commission Expires: 5/3/2014 (d/m/y)

The rights and obligations of the parties hereto shall be binding upon and shall benefit