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Ent 271452 Bk 1071 Pg 1202  
Date 5-Dec-2008 9:35AM Fee \$23.00  
Lynn Adams - Filled By me  
**Box Elder Co., UT**  
For ELECTRICAL CONSULTANTS

When recorded return to:  
Electrical Consultants, Inc.  
C/O Julie Martin  
660 West 700 South  
Woods Cross, UT 84087

Project Name: Populus to Ben Lomond 345 kV Transmission Line ROW Project  
ECI ID #: SLH-76 and SLH-77 Tax ID #: 05-181-0024 and 05-181-0025  
WO#: 10035768 RW#: 20080013

**RIGHT OF WAY AND EASEMENT GRANT**

**King Lion Investments, LLC**, whose address is **PO Box 3246 Ogden, Utah 84409** ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to **PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns**, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement and right of way ("Easement") over and across a certain parcel of real property owned by Grantor ("Grantor's Land") located in **Box Elder County, State of Utah**. Grantor's Land is more particularly described in Exhibit "A", the legal description of the Easement referred to herein as the "Easement Area" is more particularly described and shown on Exhibit "B" and "B-1" attached hereto and by this reference made a part hereof.

1. Easement Grant. The purpose of this Easement is to allow Grantee to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area.

2. Access. Grantee shall have a right of access along and within the described Easement Area, and the of right of access to the Easement Area over and across Grantor's Land in such locations as may be reasonably necessary or convenient to carry out the purposes for which this Easement is granted. [Grantor may not fence the Easement Area or preclude access in a manner that will preclude continuous longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee.] The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

3. Grantor's Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or structure of any kind or nature; b) excavate closer than fifteen feet (15') feet from any pole or structure; c) place or use anything, including

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equipment or vehicles that exceeds twelve feet (12') in height; d) increase the existing ground elevation; e) light any fires or store flammable or hazardous materials; or f) otherwise use the Easement Area in any manner that violates the National Electric Safety Code or Grantee's safety clearance standards, as may be amended from time to time.

4. Vegetation Management. Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12') or outside of the Easement Area that will grow within twenty-five (25') feet of the transmission line conductor. Grantee shall have the right to prune or remove all vegetation in violation of the foregoing or, in its reasonable opinion, interferes with, is causing, or may cause a threat of harm to its facilities or improvements.

5. Miscellaneous Provisions.

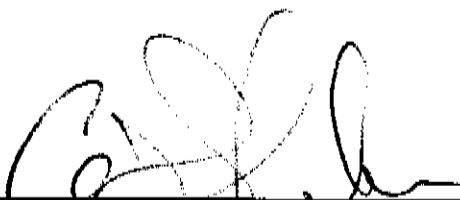
5.1 Authority. The individual(s) executing this document represents and warrants that he/she is the legal authority to convey the Easement described herein.

5.2 Amendments. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successor, and assigns.

5.3 No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

5.4 Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

DATED this 26<sup>th</sup> day of November, 2008.

  
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**Calvin L. Osborn**  
**As Member of King Lion Investments, LLC**

**REPRESENTATIVE ACKNOWLEDGMENT**

STATE OF ( )

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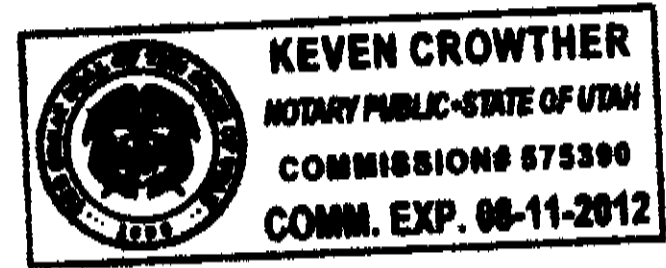
County of ( )

This instrument was acknowledged before me on this 26 day of November,  
2008, by **Calvin L. Osborn, as Member of King Lion Investments, LLC**

*Keven Crowther*

Notary Public

My commission expires: 8-11-2012



**Exhibit A**  
**(Covering 05-181-0024 and 05-181-0025)**  
**(Grantor's land)**

**Tax Id # 05-181-0024**

A TRACT OF LAND SITUATE IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARIES OF SAID TRACT OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY AND NO-ACCESS LINE OF A FREEWAY KNOWN AS PROJECT NO. 15-8 AND THE WESTERLY RIGHT OF WAY LINE OF AN EXISTING ROAD KNOWN AS 6800 WEST STREET (ALSO KNOWN AS IOWA STRING ROAD), WHICH POINT IS 288.19 FEET NORTH 0°56'17" WEST ALONG THE EAST LINE OF SAID SECTION 9, AND 33.0 FEET SOUTH 89°03'43" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 9, AS MONUMENTED BY BOX ELDER COUNTY; THENCE SOUTH 87°45'31" WEST 992.22 FEET ALONG SAID NORTHERLY RIGHT OF WAY AND NO-ACCESS LINE; THENCE NORTH 89°19'50" WEST 696.69 FEET ALONG SAID NORTHERLY RIGHT OF WAY AND NO-ACCESS LINE; THENCE NORTHWESTERLY 893.85 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE OF SAID FREEWAY WHICH IS ALONG THE ARC OF AN 1829.86 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD TO SAID CURVE BEARS NORTH 64°34'29" WEST FOR A DISTANCE OF 884.99 FEET); TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 88°55'09" EAST 2154.70 FEET ALONG SAID LINE; THENCE SOUTH 0°56'17" EAST 220.00 FEET; THENCE NORTH 88°55'09" EAST 326.61 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 0°56'17" EAST 176.15 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF THE LAND LYING INSIDE TREMONTON CITY LIMITS.

**Tax Id # 05-181-0025**

A TRACT OF LAND SITUATE IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARIES OF SAID TRACT OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY AND NO-ACCESS LINE OF A FREEWAY KNOWN AS PROJECT NO. 15-8 AND THE WESTERLY RIGHT OF WAY LINE OF AN EXISTING ROAD KNOWN AS 6800 WEST STREET (ALSO KNOWN AS IOWA STRING ROAD), WHICH POINT IS 288.19 FEET NORTH 0°56'17" WEST ALONG THE EAST LINE OF SAID SECTION 9, AND 33.0 FEET SOUTH 89°03'43" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 9, AS MONUMENTED BY BOX ELDER COUNTY; THENCE SOUTH 87°45'31" WEST 992.22 FEET ALONG SAID NORTHERLY RIGHT OF WAY AND NO-ACCESS LINE; THENCE NORTH 89°19'50" WEST 696.69 FEET ALONG SAID NORTHERLY RIGHT OF WAY AND NO-ACCESS LINE; THENCE NORTHWESTERLY 893.85 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY AND NO-ACCESS LINE OF SAID FREEWAY WHICH IS ALONG THE ARC OF AN 1829.86 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD TO SAID CURVE BEARS NORTH 64°34'29" WEST FOR A DISTANCE OF 884.99 FEET); TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 88°55'09" EAST 2154.70 FEET ALONG SAID LINE; THENCE SOUTH 0°56'17" EAST 220.00 FEET; THENCE NORTH 88°55'09" EAST 326.61 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 0°56'17" EAST 176.15 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF THE LAND LYING OUTSIDE TREMONTON CITY LIMITS.

**Exhibit B  
(Easement area)**

King Lion Investments, L.L.C.  
ENTRY# 135995  
TAX ID# 05-181-0024 & 0025  
EASEMENT SLH-76 & 77

**DESCRIPTION**

An easement, situate in the Southeast Quarter of Section 9, Township 11 North, Range 3 West, Salt Lake Base and Meridian, Box Elder County, Utah. Said easement being 75 feet perpendicularly distant each side of the following described centerline, to wit:

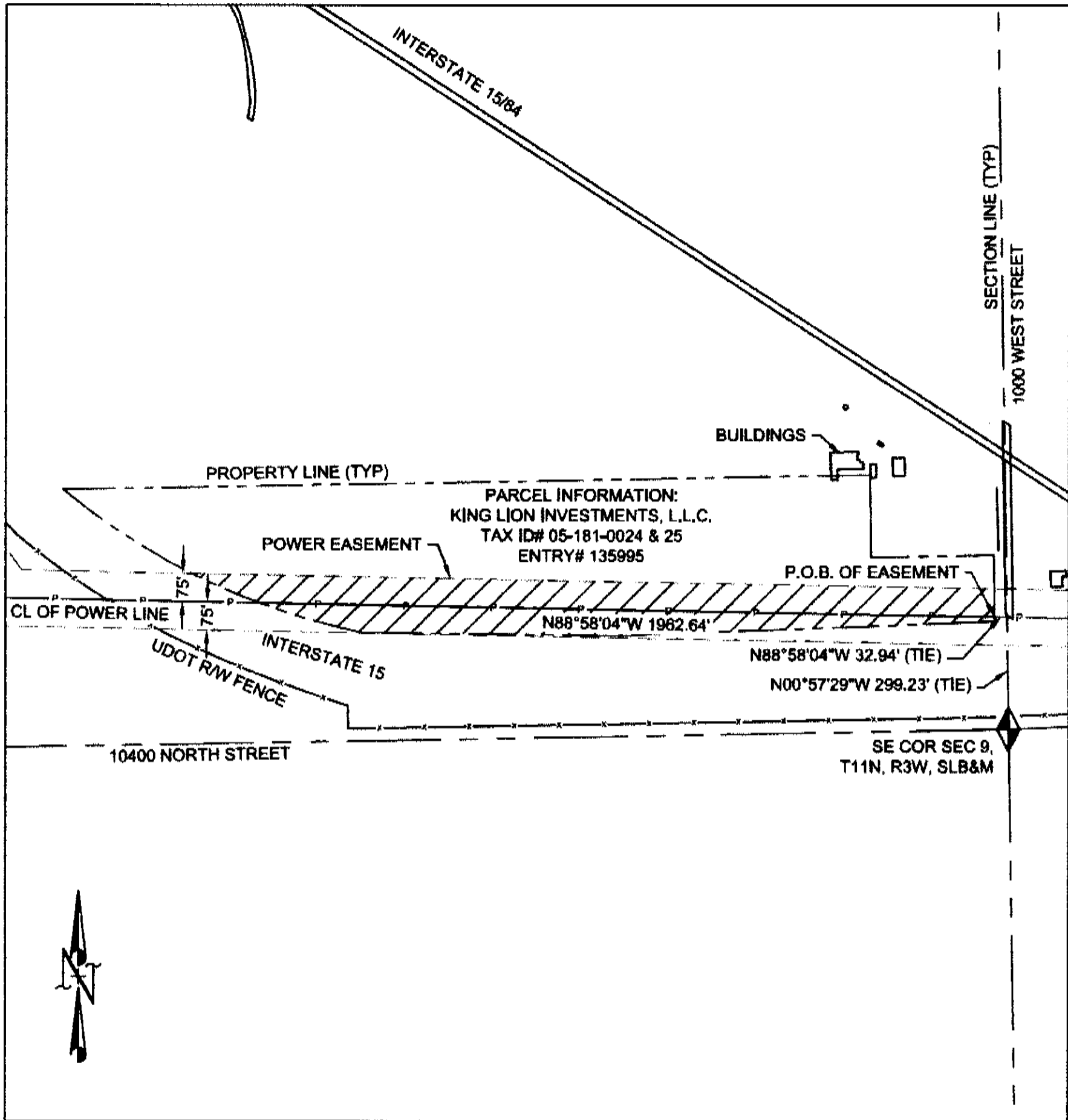
Beginning at a point on the east line of the Grantor's land which is 299.23 feet N.00°57'29"W, more or less, along the quarter section line and 32.94 feet N.88°58'04"W, more or less, from the Southeast corner of said Section 9 and running thence N.88°58'04"W 1962.64 feet to the southwesterly line of said land and northeasterly right of way line of Interstate 15 and terminating. The sidelines of said easement shall be prolonged or shortened so as to intersect the east line of said land at the point of beginning and the southwesterly line of said land at the point of termination.

LESS AND EXCEPTING there from any portion lying within the right of way of Interstate 15.

The above-described easement contains 255,057 square feet or 5.855 acres, more or less.

The basis of bearings is Utah State Plane, North Zone, Grid-NAD 1983 Datum.

**Exhibit B-1  
(Easement area drawing)**



**EASEMENT DESCRIPTION:**

An easement over property owned by KING LION INVESTMENTS, L.L.C., ("Grantors"), situate in Section 9, Township 11 North, Range 3 West, Salt Lake Base & Meridian, Box Elder County, Utah, and being more particularly described as follows:

The portion of "Grantor's" land shown above (see easement document)

Contains: 5.855 acres, more or less, (as described)

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 RIGHT OF WAY HEREIN GRANTED