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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LEGACY LAND TITLE
BY: ZJH, DEPUTY - WI 3 P.

WHEN RECORDED, RETURN TO:
PacifiCorp
c/o Dennis Harper, Property Department
1407 North Temple, Suite 110
Salt Lake City, Utah 84140

GRANT OF EASEMENT AND RIGHT-OF-WAY AGREEMENT

This Grant of Easement and Right-of-Way (the "Easement") is made and executed this 2nd day of March, 2001 by The Boyer Company, L.C. ("Grantor") and PacifiCorp, an Oregon corporation, d.b.a. Utah Power & Light Company ("Grantee").

RECITALS

A. Grantor purchased a certain parcel of land (the "Servient Estate") from Grantee located in Salt Lake City, State of Utah.

B. Grantee has constructed and owns and operates certain power lines located upon the Servient Estate. Grantor and Grantee have agreed that Grantee shall have a continued and perpetual right to operate and maintain such power lines as set forth herein.

NOW, THEREFORE, in consideration of the covenant set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, convey, covenant and agree as follows:

1. Grantor does hereby grant and convey to Grantee, its heirs, successors and assigns, a perpetual easement for the construction, operation, use, maintenance, repair, replacement, upgrade, enlargement, and removal of electric power transmission and distribution lines, communication lines and other wires, fibers, cables and other conductors and conduits, together with such supporting towers, structures, poles, guys and anchors as Grantee may deem reasonably necessary or desirable. Grantee shall also have the right to locate props, anchors, and guys outside of the describe easement area as determined necessary by Grantee to support its structures and facilities. The center line of the Easement conveyed herein is described as follows:

A ten (10) foot wide pole line easement, being five (5) feet in width on eather side of the following described centerline:

Beginning at a point which is S00°31'49"W, 1391.02 feet from the Northeast Corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence N85°08'57"W, 557.40 Feet; thence N82°25'50"W, 103.53 feet; thence N71°48'06"W, 181.63 feet; thence S44°14'18"W, 162.88 feet to the point of terminus.

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2. Grantee shall have a perpetual right of access within the described Easement and 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 right to keep the Easement and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards that may endanger Grantee's structures and facilities or that may unreasonably impede Grantee's use of the Easement.

3. At no time shall Grantor place, use or permit any equipment, structure, or material of any kind that exceeds twelve (12) feet in height, light any fires, or place or store any flammable materials on or within the boundaries of the Easement. Subject to the foregoing limitations, the surface of the Easement may be used for agricultural crops, utility lines and pipes, roads, sidewalks and landscaping, and other purposes not inconsistent, as determined by Grantee, with Grantee's use of the Easement.

4. In the event the location of the Easement interferes with Grantor's development or use of the underlying property, Grantor shall have the right to relocate the power lines at its sole cost and expense; provided that Grantor provides a replacement easement in a location that is reasonably acceptable to Grantee.

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

DATED the 2 day of March, 2001.

GRANTOR:

THE BOYER COMPANY, L.C.,
A Utah limited liability company

By: 

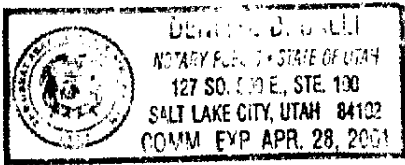
Kem C. Gardner

Its President and Manager

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 2 day of March,
2001 by Kern C. Gardner



Dennis D. Balli

NOTARY SEAL NOT LEGIBLE
- CO RECORDER -