

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#: SLH-110, 111 Tax ID#: 05-088-0005, 05-088-0042 WO#: 10035768
RW#: 20080013

RIGHT OF WAY AND EASEMENT GRANT

Kun Cha O and Hyok Hwan O, wife and husband as joint tenants, whose address is 8686 South 2200 West, West Jordan, Utah 84088 ("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, 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 Exhibits "B" and "B-1" attached hereto and by this reference made a part hereof.

1. Easement Grant. The purposes of this Easement are:

a) 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; and

b) to establish within the Easement Area a public right-of-way, up to 66 feet in width, for a public road running the length of the Easement Area, including the right to lay, construct, repair, maintain, operate, renew and replace roadway improvements, sanitary sewer and storm drain collection systems, water distribution systems, other public utilities facilities, and appurtenances incidental thereto. In addition to other similar rights Grantee may have under this Easement, Grantor specifically agrees that Grantee may assign and apportion its public roadway easement rights to the Town of Elwood.

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 not use any portion of the public road right of way road established under this Easement except as a member of the public and as authorized and allowed by the Town of Elwood or other public body with jurisdiction over the public right of way. Otherwise, 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 equipment or vehicles that exceeds twelve feet (12') in height; d) increase or decrease 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. Grantor shall not remove cover or materials from, or place fill or materials within, the Easement Area without the prior written consent of Grantee.

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.

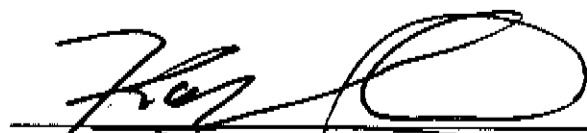
5.1 Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.

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.

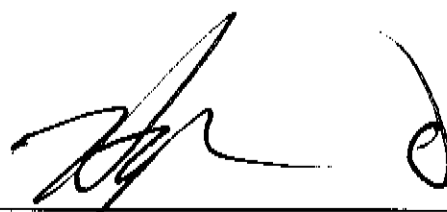
5.3 No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

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 13th day of JANUARY, 2009.



Kun Cha O



Hyok Hwan O

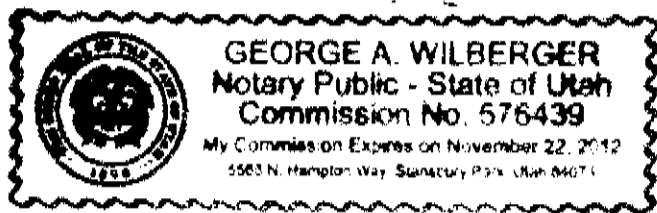
INDIVIDUAL ACKNOWLEDGMENT

STATE OF (UTAH)

SS.

County of (SALT LAKE)

This instrument was acknowledged before me on this 13th day of JANUARY, 2009, by Kun Cha O.



George A. Wilberger
Notary Public
My commission expires: 11/22/2012

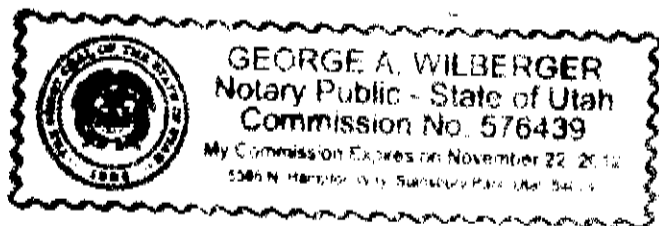
INDIVIDUAL ACKNOWLEDGMENT

STATE OF (UTAH)

SS.

County of (SALT LAKE)

This instrument was acknowledged before me on this 13th day of JANUARY, 2009, by Hyok Hwan O.



George A. Wilberger
Notary Public
My commission expires: 11/22/2012

**Exhibit A
(Grantor's Land)**

Tax ID#: 05-088-0005

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HIGHWAY 30S WITH THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 15, WHICH POINT IS SOUTH 01°16'30" EAST 1891.5 FEET AND EAST 58 FEET FROM THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 3 WEST, SLM, RUNNING THENCE EAST 150 FEET; THENCE NORTH 69°41'12" EAST 294.2 FEET; THENCE SOUTH 78°41'51" EAST 239.2 FEET; THENCE SOUTH 57°31'30" EAST 300 FEET; THENCE SOUTH 50°04'11" EAST 69 FEET, THE PRECEEDING FIVE COURSES BEING ALONG THE RIGHT OF WAY LINE OF I-15 NO ACCESS LINE; THENCE SOUTH 89°18' WEST 963 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 30S; THENCE NORTH 01°16'30" WEST 162 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM ANY PORTION LOCATED WITHIN INTERSTATE HIGHWAY AND FRONTAGE ROAD.

SITUATE IN BOX ELDER COUNTY, STATE OF UTAH.

Tax ID#: 05-088-0042

ALL THAT PART OF THE FOLLOWING LYING WEST OF THE INTERSTATE I-15 NO ACCESS LINE:

BEGINNING AT A POINT 57 FEET EAST AND 125 RODS SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 2583 FEET, MORE OR LESS, TO THE CENTER LINE OF SECTION 24, THENCE SOUTH 577.5 FEET; THENCE WEST 2583 FEET, MORE OR LESS, TO THE EAST SIDE OF STATE ROAD RIGHT OF WAY, THENCE NORTH ALONG THE EAST LINE OF SAID STATE ROAD RIGHT OF WAY 577.5 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM ANY PORTION LOCATED WITHIN INTERSTATE HIGHWAY AND FRONTAGE ROAD.

SITUATE IN BOX ELDER COUNTY, STATE OF UTAH.

**Exhibit B
(Easement Area)**

Kun Cha O & Hyok Hwan O
ENTRY# 50313
TAX ID# 05-088-0005 & 0042
EASEMENT SLH-110 & 111

DESCRIPTION

An easement 150 feet in width, situate in the Northwest Quarter of Section 24, 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:

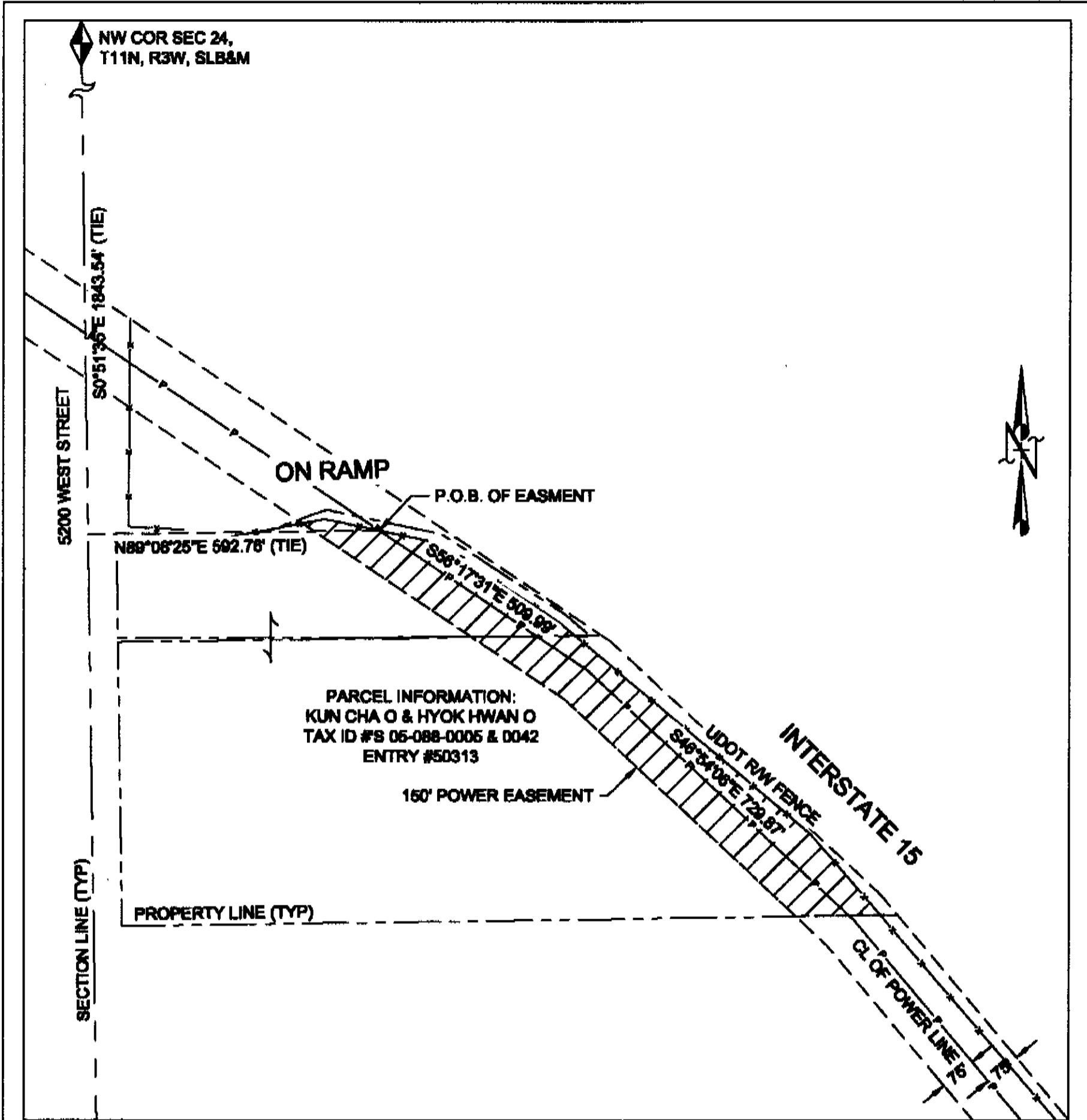
Beginning at a point on the northerly line of the Grantor's land, which is 1843.54 feet S.00°51'35"E, more or less, along the section line and 592.76 feet N.89°08'25"E, more or less, from the Northwest corner of said Section 24 and running thence S.56°17'31"E 509.99 feet; thence S.46°54'06"E 729.87 feet to the south line of said land and terminating. The side lines of said easement shall be prolonged or shortened so as to intersect the northerly line of said land at the point of beginning and the south line of said land at the point of termination.

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

The above-described easement contains 157,249 square feet or 3.610 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 KUN CHA O & HYOK HWAN O, ("Grantors"), situated in Section 24, 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: 3.810 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

REV 8	DATE: 12/2/08	DESC: DEA-006 BEN LOMOND - POPULUS	BY: TLC	CHK: BAM	APP: KT
		SLH-110 & 111 EXHIBIT "B" THROUGH KUN CHA O & HYOK HWAN O PROPERTY SECTION 24, T.11.N., R.3.W. SALT LAKE BASE & MERIDIAN			
				SCALE 1"=300'	