

Return to: UTAH POWER
710 N MAIN ST
RICHFIELD UTAH 84701
ATT: KENT SORENSON

E 127789 B 0512 P 1255
REED D HATCH SANPETE COUNTY RECORDER
2005 AUG 26 8:46am Fee 14.00 RDH
FOR PACIFICORP
MOROMI PAIR

CC#: 11371 WO#: 002691018

RIGHT OF WAY EASEMENT

For value received, **MICHAEL S. JOHNSON**, ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 660 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, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; 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 SANPETE County, State of UTAH, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof:

A RIGHT OF WAY OVER THE SOUTH TEN (10) FEET OF GRANTOR'S LAND BEING 10 FEET NORTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED SOUTH BOUNDARY LINE OF SAID GRANTORS LAND. BEGINNING AT THE SOUTHWEST CORNER OF GRANTOR'S LAND, THENCE EAST 660.00' FEET MORE OF LESS ALONG THE SOUTH BOUNDARY LINE, BEING LOCATED IN PARCEL 35, PLAT C, SECTION 11, TOWNSHIP 15 SOUTH, RANGE 3 EAST S. L. B & M.

Assessor's Map No.

Tax Parcel No. S.27457X2

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 therefor) 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, material or vegetation 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.

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

DATED this 9th day of AUG, 2005.

X _____

Y - S J

INDIVIDUAL ACKNOWLEDGMENT

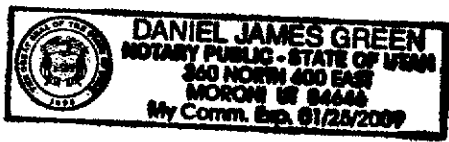
STATE OF UTAH)

ss.

County of SANPETE)

This instrument was acknowledged before me on this 9th day of AUG, 2005, by Michael S. Johnson

(Notary: Insert Grantor Name Here)



[Signature]

Notary Public

My commission expires: 1-25-09

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF _____)

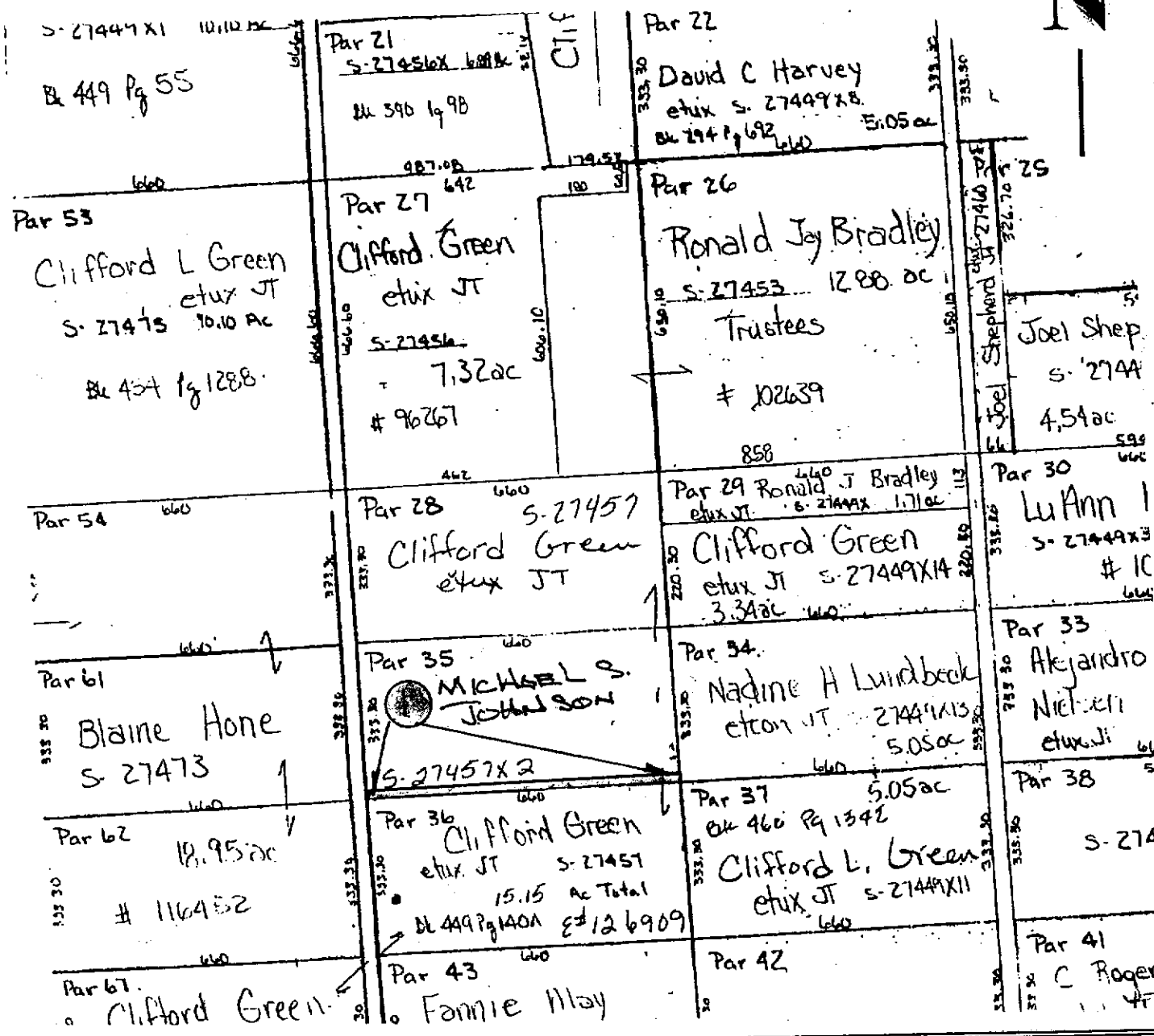
ss.

County of _____)

This instrument was acknowledged before me on this _____ day of _____, 2005, by _____, as _____ of _____.

Notary Public
My commission expires: _____

Property Description



CC#: 11371
 WO#: 2691018
 NAME:
 DRAWN BY:

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.

EXHIBIT A

PacifiCorp

SCALE: SHEET 1 OF 1 ROW #

E 127789 B512 P1257