



W2480904

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E# 2480904 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
08-JUL-10 845 AM FEE \$18.00 DEP JKC
REC FOR: PACIFICORP

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

WO#: 10033267
RW#: 20070184SM

RIGHT OF WAY GRANT

Brinkerhoff Farms, L.L.C., whose address is 3738 North Higley Road, Far West, Utah 84404 ("Grantor") 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 "Grantor's Land", as shown on attached Exhibit A, situated in Weber County, Utah **Tax Parcel # 19-038-0089 and 19-038-0090.**

The legal description of the "Easement Area" is attached hereto as Exhibit "B" and by reference made a part of this easement grant.

1. **Easement Grant.** This Easement is granted for value received, the receipt and sufficiency of which is hereby acknowledged. Pursuant to this Easement, Grantee shall have the right to reconstruct, operate, maintain, alter, and remove electric power lines, communication lines and related equipment, including supporting towers and poles, conductors, wires, cables and other lines, accessories and appurtenances thereto on, over, or under the Easement Area.

2. **Access.** Grantee shall have a right of access within and along the described Easement Area to carry out the purposes for which this Easement is granted, as more particularly shown on Exhibits A & B. The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

3. **Use.** 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 (15) feet from any pole or structure; c) place or use anything, including equipment or vehicles that exceeds twelve (12) feet 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 (12) feet 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 any and all vegetation in violation of the foregoing or, in its reasonable opinion, which interferes with or is causing or may cause a threat of harm to its facilities or improvements.

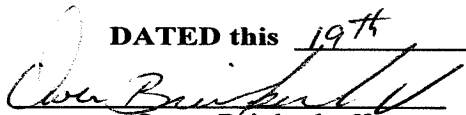
5. **Miscellaneous Provisions.**

5.1 **Authority.** The individual(s) executing this document represents and warrants that he/she is the owner of the described real property herein and has the authority to convey the Easement described herein or he/she executing this document has full legal power and authority to do so on behalf of the owner.

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 to be 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 19th day of JANUARY, 2009. file
2010 OS

Owen Brinkerhoff

REPRESENTATIVE ACKNOWLEDGMENT

State of Utah

County of Weber

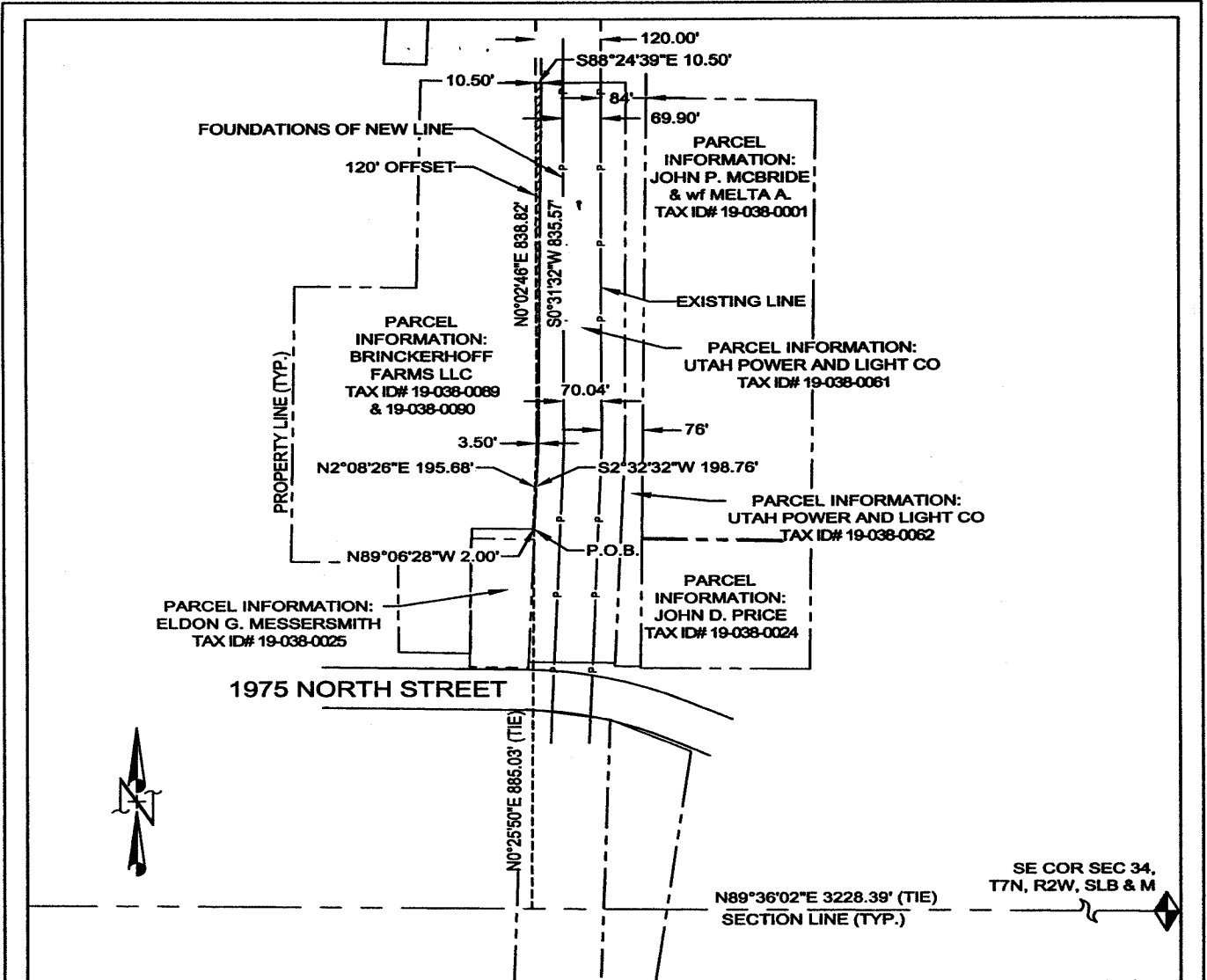
} SS.

This instrument was acknowledged before me on this 19th day of JANUARY,
2010 by AWN BRINKERHOFF as MANAGER/OWNER
of BRINKERHOFF FARMS, L.L.C.

Fred C. McDonnell
Notary Public

My commission expires: FEBRUARY 14, 2010





EASEMENT DESCRIPTION:

An easement over property owned by BRINCKERHOFF FARMS, LLC., ("Grantors"), situated in Section 34, Township 7 North, Range 2 West, Salt Lake Base & Meridian, Weber County, Utah, and being more particularly described as follows:

The portion of "Grantors" land shown above (see easement document)

Contains: 0.147 acre, 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 0	DATE: 6/09/09	DESC: RMP-018 BEN LOMOND	BY JMM	CHK SAM	APP KT
			<p align="center">EXHIBIT "A" THROUGH BRINCKERHOFF FARMS, LLC PROPERTY SECTION 34, T.7N, R.2W, SALT LAKE BASE & MERIDIAN</p>		
<p>1419 South 600 West Woods Cross, UT 84087 (801) 282-9854</p>					
					SCALE 1" = 300'

Tuesday, June 22, 2010

Brinkerhoff Farms, LLC
Tax ID# 19-038-0089 &
19-038-0090

DESCRIPTION

An easement situate in the Southwest Quarter of Section 34, Township 7 North, Range 2 West, Salt Lake Base and Meridian, Plain City, Weber County, Utah.

Beginning at a point on the east line of the Grantor's property, which is 3228.39 feet , more or less, N89°36'02"W along the section line from the Southeast Corner of Section 34, said Township and Range and 885.03 feet , more or less, N00°25'50E and running thence N89°06'28W 2.00 feet; thence N02°08'26"E 195.68 feet; thence N00°02'46"E 838.82 feet; thence S88°24'39"E 10.50 feet; thence S00°31'32"W 835.57 feet; thence S02°32'32"W 198.76 feet to the point of beginning.

Contains 6,386 square feet or 0.147 acre, more or less.