

12-065-0070

RIGHT OF WAY GRANT

RETURNED
NOV 02 2011

Recorder's note: This document
has been recorded as received.

Scott & Cindy Crawley, whose address is 1431 South 1000 West, Clearfield, Utah, ("Grantors") hereby convey and warrant to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") an easement and right of way over and across the "power easement area" (also "Easement" or "Easement Area") designated with cross-hatches on attached Exhibit A, situated in Davis County, Utah, and affecting Tax Parcel # 120650070 ("Grantors' Property").

The legal metes and bounds description of the "power 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 construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines and related equipment, including conductors, wires, cables and other lines, 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 to the Easement Area through the East boundary of the Easement Area as set forth in the cross-hatched area on the plat rendering attached hereto as Exhibit A and described in metes and bounds in Exhibit B. Except as agreed to in writing, Grantee shall only access the Easement Area as described above. The foregoing easement and described right of access to the easement area is intended to run with and encumber Grantors' Property unless expressly released

in writing by Grantee.

3. Use. Grantors may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that Grantors expressly agree that within the Easement Area, Grantors 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. Grantors 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 individuals executing this document represent and warrant that they are the owners of the described real property herein and have the authority to convey the Easement described herein.

5.2 Amendments. This Easement may be amended only by recording, in the

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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 23 day of March, ~~2010~~ 2011

Scott Crawley
Scott Crawley

Cindy Crawley
Cindy Crawley

STATE OF UTAH)

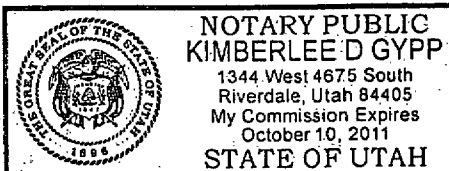
County of Davis)

On this 23rd day of March, 2011, before me, a notary public, personally appeared Scott Crawley and Cindy Crawley, proved on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged they executed the same. Witness my hand and official seal.

My Commission Expires:

10-10-11

Kimberlee D Gyp
NOTARY PUBLIC
Residing at Park



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EXHIBIT A



PARCEL No.12-065-0070
SCOTT AND CINDY CRAWLEY

An easement across land situate in the Southwest Quarter of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah. The boundaries of said easement are described as follows, to wit:

Beginning at a point on the north line of the Grantor's land which is 1472.70 feet N.00°28'15"E along the section line and 444.57 feet S.89°39'26"E from the Southwest Corner of said Section 11 and running thence S.89°39'26"E 29.71 feet to the northeast corner of said land; thence S.26°48'26"E 44.20 feet to the southeast corner of said land; thence S.89°59'04"W 16.87 feet along the south line of said land; thence N.39°35'10"W 51.43 feet to the point of beginning. The above-described easement contains 919 square feet or 0.021 acre.

Note: the bearings in the above-described easement are Utah State Plane, North Zone, Grid.

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 HEREBY GRANTED.

REV	1	DATE: 11/2/07	DESC: DEA-QM SYRACUSE	BY: GAA	CHK: JH	APP: SD
 ELECTRICAL CONSULTANTS, INC. SALT LAKE CITY, UTAH <small>WE SINCERELY APPRECIATE YOUR BUSINESS. WE'VE GOT YOU COVERED.</small>		EXHIBIT A SHEET 2 OF 2 THROUGH SCOTT & CINDY CRAWLEY PROPERTY SECTION 11, T.4N., R.2W., SALT LAKE BASE & MERIDIAN		 ROCKY MOUNTAIN POWER <small>A DIVISION OF Xcel Energy</small>		SCALE: N.T.S.