

E 442836 B 0510 P 242-
Date 10-NOV-1997 10:39am
Fee: 14.00 Check 244
MERLENE MOSHER, Recorder
Filed By LP
For FABIAN & CLENDENIN
GRAND COUNTY CORPORATION

Return to:
DeLynn Rodeback
70 North 200 East
American Fork, Utah 84008

RC: _____ WO: _____

RIGHT OF WAY EASEMENT

For value received, Richard W. Holland, (Grantor) hereby grants to PacifiCorp, an Oregon corporation with a business located at 1407 West North Temple, Salt Lake City, Utah, 84140, its successors and assigns (Grantee), an easement for a right of way 10 feet in width for the installation, construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation; supporting towers, poles, props, guys and anchors, including guys and anchors outside 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 Grand County, State of Utah, more particularly described as follows:

A PARCEL OF LAND IN THE NW1/4 NE1/4 SECTION 1, T 26 S, R 21 E, SLB & W, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point which bears N 45°14'W 452.4 ft. from the centerline monument at the intersection of 200 North and 100 East Streets, and proceeding thence S 0°17'W 111.1 ft., thence West 8.7 ft., thence N 0°17'E 111.1 ft. to a corner, thence East 8.7 ft. to the point of beginning

This easement is subject to the following conditions:

1. It is understood that this Easement is perpetual and runs with the land is not abandoned for non use. It is to be used at such time as PacifiCorp, its successors in interest or assigns find it necessary to build underground or overhead electrical lines serving electricity to Grantor or other customers or to service and maintain the electrical lines and facilities on the Lyle Property located immediately east of this easement and more particularly described on the attached Exhibit "A" (the "Lyle Property").
2. It is understood that at such time when Grantor builds facilities within the above described Easement area, the expense of construction will be born by Grantor,

his successors in interests and assigns. Grantor agrees to pay for such construction immediately upon billing from Grantee.

3. It is understood that at the time Grantee chooses to construct its facilities within the above described Easement, Grantor, along with paying for all construction costs incurred in the building and installation of said electrical line, is also responsible for restoring or repairing the surface area of the Lyle Property located to the east of Grantors real property, if any such disturbance is made pursuant to Grantee's removal of facilities located with such Property and replacement thereof on Grantor's property within the above described Easement.
4. Grantor indemnifies and holds harmless Grantee, its successors in interest, and assigns, from any injury or damage incurred by Grantees occupation of the above described Easement area with its electrical or communication facilities and the existing easement and power line on the Lyle Property.

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 and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor erect or permit the erection of any buildings or structures of any kind or nature, or place or use or permit any equipment or material of any kind that exceeds 12 feet in height, or light any fires, or 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 roads, agricultural crops and other purposes not inconsistent 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; and this easement shall terminate if and when Grantee shall have abandoned all use of the right of way and no longer has any future need therefor.

Signed this 9th day of ^{September} ~~August~~, 1997.


Richard W. Holland

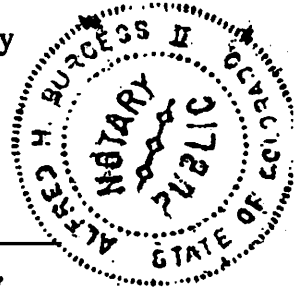
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF) Colorado)

SS.

County of) El Paso)

This instrument was acknowledged before on September 9, 1997, by
Richard W. Holland.



Alfred H. Burgess
Notary Public
My Commission Expires 10/12/99