

Return to:

Harvey McComb
105 Commerce DR
EVANSTON WY 82930
CC#: 11416 WO#: _____

00596295 Bk01389 Pg01330-01332

ALAN SPRIGGS, SUMMIT CO RECORDER
2001 AUG 21 16:10 PM FEE \$14.00 BY DMG
REQUEST: HARVEY MCCOMB

PARCEL I.D. # PP-62, PP-53, PP-81-67, PP-62-D-1

RIGHT OF WAY EASEMENT

FOR VALUE RECEIVED, PROPERTY RESERVE, INC., a Utah not for profit corporation, "GRANTOR", hereby grants (without warranties of any kind) to **PACIFICORP**, an Oregon corporation, its successors and assigns, "GRANTEE" a non-exclusive easement and right-of-way 10 feet in width for the purpose of constructing underground electric power distribution and communication lines including the right and privilege at any time and from time to time to enter on said right-of-way to maintain, repair, relocate, replace, enlarge, and remove underground cables, wires, fibers, and other conductors and conduits therefore, and pads, transformers, switches, vaults and cabinets and all appurtenances thereto for the distribution of underground electric energy and for communication purposes, and including the right and privilege at any time and from time to time to access said right-of-way, as may be necessary, from adjacent lands of Grantor; said right-of-way easement being along, across and under the following lands in the County of Summit and the State of Utah, to wit:

A ten (10) foot wide strip of land, being 5.00 feet on each side of a survey line, being part of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 1 South, Range 3 East, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at a point on an east boundary fence of the Grantor's land, said boundary fence also being the west boundary fence of the Grantee's Snyderville Substation, said point being North, 460.00 feet, more or less, and West, 256.00 feet, more or less from the Southeast corner of said Section 24, said point also lying within an existing transmission line easement to Grantee; thence underground South $86^{\circ}29'00''$ West, 538.00 feet; thence South $1^{\circ}25'00''$ West, 10.00 feet, more or less, to the southerly line of the existing transmission line easement; thence continuing South $1^{\circ}25'00''$ West, parallel to the East line of said Grantor's land, 405.00 feet, more or less, to a point 5.00 feet North of the South line of said Grantor's land; thence North $89^{\circ}38'00''$ West, parallel with the South line of said Grantor's land, 843.00 feet, more or less to a point on the West line of said Grantor's land.

ALSO: A ten (10) foot wide strip of land being 5.00 feet on each side of a survey line, being part of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 1 South, Range 3 East, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning in the above described survey line on the Grantor's land at a point North, 427.00 feet, more or less and West, 794.00 feet, more or less from the Southeast corner of said Section 24, said point also being within an existing transmission line easement of the Grantee, thence underground South 86°29'00" West, 292.00 feet, more or less; thence North 12°08'00" West, 549.00 feet, more or less; thence North 8°33'00" East, 142.00 feet, more or less, to a point on the easterly easement line of the existing transmission line easement; thence continuing North 8°33'00" East, 77.00 feet, more or less; thence North 34°13'00" East, 185.00 feet more or less; thence North 39°39'00" East, 219.00 feet, more or less; thence North 54°47'00" East, 255.00 feet, more or less; thence North 65°37'00" East, 230.00 feet, more or less; thence North 73°32'00" East, 412.00 feet, more or less, to a point on the East line of said Section 24, said point being North, 2193.00 feet along said East line of said Section 24, from the Southeast corner of said Section 24.

At no time shall Grantor place or permit to be placed building structures of any kind within the aforesaid right-of-way. However, the surface of the right-of-way may be used for any purposes not inconsistent with the purposes for which this easement has been granted and Grantee shall repair at its expense any damage done by Grantee or third party contractors which Grantee employs, to fences or landscaping on the right-of-way.

The rights and obligations of Grantor and Grantee 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 therefore.

IN WITNESS WHEREOF, PROPERTY RESERVE, INC., a Utah not for profit corporation has caused these presents to be signed by its President this 6th day of August 2001.

GRANTOR:

PROPERTY RESERVE, INC.

M. J. Eit *gmk*
President

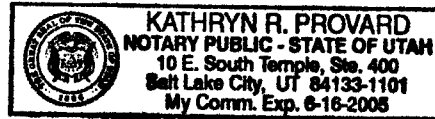
STATE OF UTAH)
 SS
COUNTY OF SALT LAKE)

On this 6 day of Aug 2001, being before me, a Notary Public, appeared Mark B. Gibbons, to me personally known, who, being by me duly sworn, did say that he is the President of PROPERTY RESERVE, INC., a Utah not for profit corporation described in and which executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and that said Mark B. Gibbons acknowledged said deed to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires 6/16/05

Kathryn R. Provard
Notary Public



00596295 Bk01389 Pg01332