WO: PN 201928 ROW File No.: 19990214 7813501
02/05/2001 10:37 AM 19.00
BOOK - 8421 P9 - 4973-4977
BRADLEY A SNOW
CHIEF DEPUTY RECORDER, SL CD, UT
UTAH POWER & LIGHT
1407 W NORTH TEMPLE
SLC UT 84140
BY: ZJM, DEPUTY - MA 5 F.

RIGHT OF WAY EASEMENT

For value received, Monroc Incorporated, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 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 anchors, including guys and anchors; 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 Salt Lake County and Utah County, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

Jay Ods: 33-23-200-002
A right of way described as follows: 33-24-300-005

Beginning at the northwest corner of the Grantor's land at a point 256 feet south and 585 feet west, more or less, from the northeast corner of Section 23, T. 4 S., R. 1 W., S.L.M., thence S.19°47'W. 62.9 feet, more or less, along the westerly boundary line of said land, said westerly boundary line also being the easterly right of way line of the Union Pacific Railroad Company, thence along a line which is parallel to and 75 feet perpendicular distant southerly and southwesterly from the centerline of the proposed survey line N.89°08'E. 467.0 feet and S.52°59'E. 517.3 feet, more or less, to the east boundary line of said Grantor's land, thence North 125.2 feet, more or less, along said east boundary line, thence along a line which is parallel to and 25 feet perpendicular distant northeasterly from the centerline of the proposed survey line N.52°59'W. 395.4 feet, more or less, to the north boundary line of said land, thence West 563.0 feet, more or less, along said north boundary to the point of beginning and being in the NE¼ of the NE¼ of said Section 23, and the NW¼ of the NW¼ of Section 24, Township and Range aforesaid, containing 1.71 acres, more or less.

Beginning on the north boundary line of the Grantor's land at a point 648 feet south and 333 feet east, more or less, from the northwest corner of Section 24, T. 4 S., R. 1 W., S.L.M., thence along a line which is parallel to and 75 feet perpendicular distant southwesterly and southerly from the centerline of the proposed survey line the following two courses S.52°59'E. 82.6 feet and N.89°44'E. 2211.2 feet, more or less, thence along a line which is parallel to and

25 feet perpendicular distant southwesterly from the centerline of the proposed survey line S.41°43′E. 1065.4 feet, more or less, to a southeasterly boundary line of said land, thence N.51°43′E. 50.1 feet, more or less, along said southeasterly boundary line, thence along a line which is parallel to and 25 feet perpendicular distant northeasterly and northerly from the centerline of the proposed survey line N.41°43′W. 1157.7 feet and S.89°44′W. 97.6 feet, more or less, to a northwesterly boundary line of said Grantor's land, thence S.27°04′W. 56.3 feet, more or less, to a southeast corner of said land, thence along a line which is parallel to and 25 feet south from the centerline of the proposed survey line S.89°44′W. 2131.8 feet, more or less, along said south boundary line to the point of beginning and being in the N½ of the NW¼ and the W½ of the NE¼ of said Section 24, in Salt Lake and Utah Counties, Utah, containing 3.98 acres, more or less.

Total area: 5.69 acres, more or less.

Together with the present and (without payment therefor) the future right to keep the right of way 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 or material 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 13 day of July , 2000.

a. J. Jem Fue Monego	
Parsioout	

REPRESENTATIVE ACKOWLEDGMENT

STATE OF UtoL	
County of Solt Loke)s	S.
	efore me on this 13th day of Tuly,
2000, by <u>N.L. GRAVISS</u>	, as <u>PRESIDENT</u> of
MONROC, INC.	·
	MAD)
Notary Public M.L. BUNN 1730 Beck Street	Notary Public
Salt Lake City, Utah 84116 My Commission Expires May 10, 2003	My Commission Expires: 5-10-2000
State of Utah	



