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05/07/2001 02:49 PM 14.00  
Book - 8454 Pg - 4733-4735  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
PACIFICORP  
C/O HAROLD DUDLEY  
1407 W NORTH TEMPLE STE 110  
SALT LAKE CITY UTAH 84140  
BY: ARG, DEPUTY - WI 3 P.

Return to:  
PacifiCorp  
c/o Harold Dudley  
1407 West North Temple, Suite 110  
Salt Lake City, Ut. 84140

CC No: 00011067  
WO No: 1830192

7889951

### RIGHT OF WAY EASEMENT

For value received, BODENVEST, LTD, a Utah limited partnership ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 64 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course proposed to be located by Grantee on, over or under the surface of the real property of Grantor in Salt Lake 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:

A right of way 10 feet in width, being 5 feet on each side of the following described survey centerline:

Beginning on the north boundary line of the Grantor's land, said north boundary line also being the northwesterly right of way line of Bingham Highway (Utah State Highway No. 48) at a point 662 feet south and 52 feet west, more or less, from the northeast corner of Section 2, T.3S., R.2W., S.L.M., thence S.0°17'51"E. 14 feet, thence N.89°48'44"E. 50 feet, more or less, to the east boundary line of the said land and being in Lot 1 of said Section 2.

#### **Tax Parcel No. 26-02-200-010**

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 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.

Subject, however, to the right of the Grantor to require the relocation of said line to another place within the above right of way or off Grantor's property completely, at Grantor's sole discretion reasonably exercised, if the future economic value or future use of Grantor's property is adversely affected by the location or use of said easement. If the line is relocated off Grantor's property completely, then this

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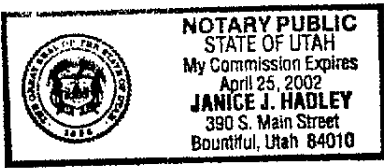
easement shall be canceled and terminated. If the relocation is somewhere within the above easement, the easement shall be modified as reasonably required by the new location. If Grantor exercises this relocation right, relocation shall be at the expense of Grantor not to exceed the sum of Eight Thousand Dollars (\$8,000.00). Any relocation expenses in excess of \$8,000 shall be at the sole expense of Pacificorp. Grantor must notify Pacificorp six (6) months prior to the date that any needed relocation is to be completed..

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 2<sup>nd</sup> day of April, 2001.

GRANTOR: Bodinvest Ltd., a Utah Limited Partnership,

By: Merrill K Bunker  
Merrill K Bunker, General Partner



**REPRESENTATIVE ACKNOWLEDGMENT**

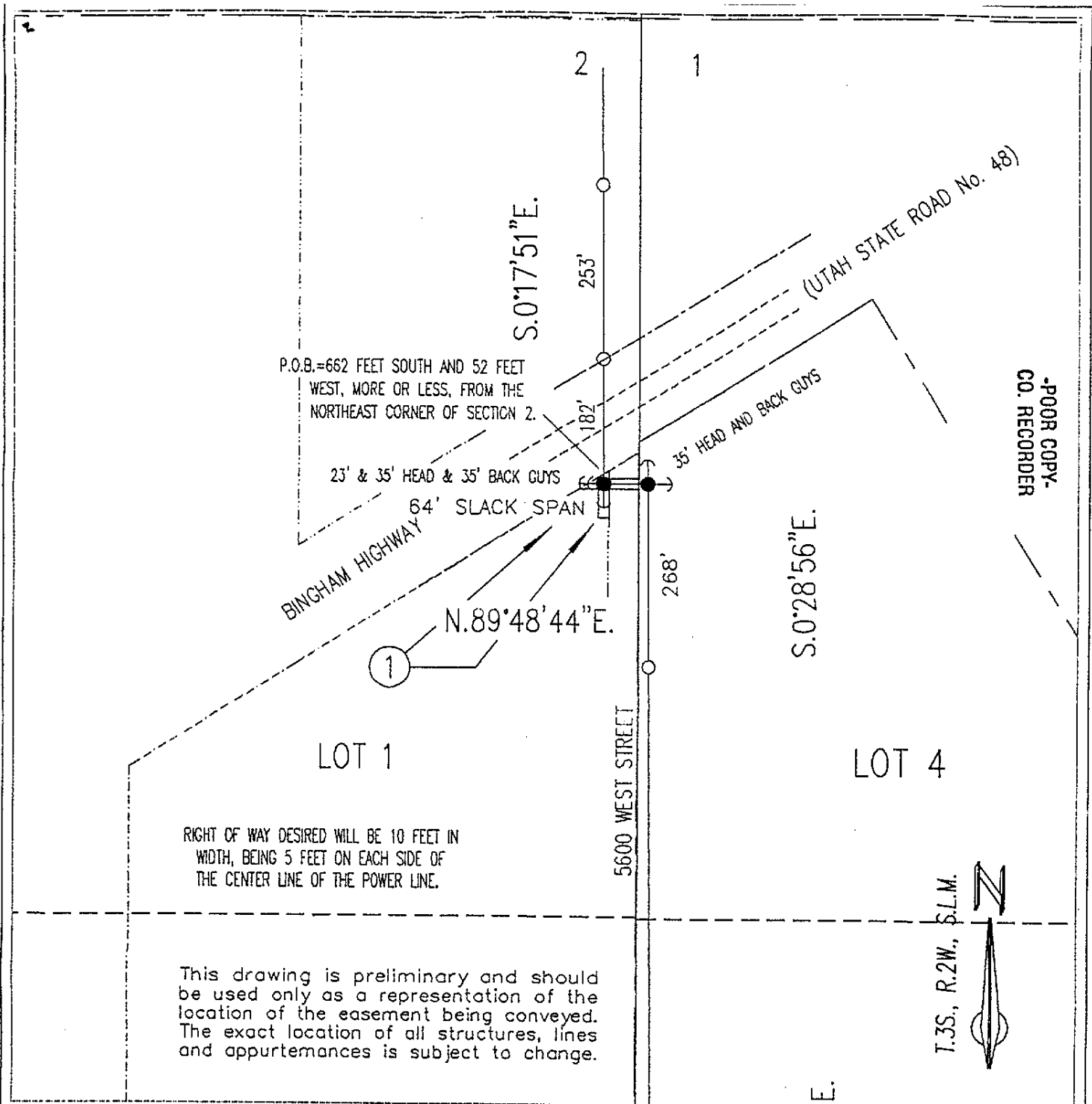
STATE OF Utah )  
County of Davis ) :ss.  
County of Salt Lake )

This instrument was acknowledged before me on this 2 day of April, 2001, by Merrill K Bunker, who duly acknowledged to me that he executed the same.

Janice J. Hadley Notary Public

My commission expires: 4-25-02

BK8454 PG4734



DATE: JANUARY 6, 2000

SPONSOR: JOHN W. SPRINGER

SURVEYED BY: U.P.&L. \ J.E.D.

DRAWN BY: D. T. BOYD

CHECKED BY: D. T. Boyd

PLOT SCALE: 1 = 1

CAD No: 0073ZY00.DWG

EXHIBIT "A"

OVERHEAD/UNDERGROUND DISTRIBUTION LINE EXTENSION  
AT 90th SOUTH FROM 4800 WEST TO 5600 WEST  
EASEMENT NO. 1  
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

APPROVAL  
RONALD G. OLSEN  
*RGO*  
SUPERVISOR RIGHT OF WAY DESIGN

**PACIFICORP** METRO AREA

SCALE: 1" = 200' SHEET 1 OF 1 WO 1830192 REV.