

Return to:
 PacifiCorp
 Lisa Louder
 1407 W. North Temple, #310
 Salt Lake City, Utah 84116

PN: 2471606
 ROW No. 20050148

9443020
 07/27/2005 11:03 AM \$18.00
 Book - 9164 Pg - 4792-4796
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 UTAH POWER & LIGHT
 1407 W NORTH TEMPLE
 SLC UT 84116-3171
 BY: AMF, DEPUTY - WI S P.

RIGHT OF WAY EASEMENT

OM Enterprises Company, a Utah Corporation, as Grantor, hereby conveys to **PacifiCorp**, an Oregon corporation, its successors in interest and assigns, as Grantee, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, an easement and right of way 10 feet in width and 431 feet in length, more or less, 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 ("Lines"), including without limitation: supporting towers, poles, props, guys and anchor, wires, fibers, cables and other conductor 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 located in Salt Lake County, State of Utah, ("Easement Area") described as follows, and/or shown on Exhibit(s) "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 center line:

Beginning at the northwesterly boundary fence of the Grantor's land at a point 1124 feet south and 1 (one) foot west, more or less, from the northeast corner of Section 16, T.3S., R.2W., S.L.M., thence S.6°16'E. 431 feet, more or less, on said land and being in the E ½ of the NE ¼ of said Section 16, and the W ½ of the NW ¼ of Section 15, Township and Range aforesaid, containing 0.098 of an acre, more or less.

Affecting Tax Parcel No. 26-15-100-007

1. The use of the Easement Area shall be limited to those uses set forth in the granting clause above. Grantor agrees that, as part of the operation and maintenance of the Lines, Grantee shall have the right to keep the Easement Area clear of all brush, trees, structures and other hazards that might endanger the Lines or impede Grantee's access thereto.
2. Promptly after construction of the Lines and promptly after any repair or maintenance activity that requires disturbance of the surface of the Easement Area, Grantee shall reclaim the disturbed portion of the Easement Area by grading the area to approximately its natural contour and re-vegetating the area with appropriate plant material.
3. The use of the Easement Area by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Easement

Area and other property of Grantor, consistent with the practical use and occupancy thereof by Grantee for the purposes above stated. Grantee agrees that Grantor, Grantor's employees, agents, invitees, lessees and assigns may use the Easement Area for any purpose that does not materially interfere with Grantee's use and enjoyment of the Easement Area as provided for herein, provided that at no time shall Grantor place, use or permit any equipment or material of any kind on the Easement Area that exceeds twelve (12) feet in height, intentionally light any fires, or place or store any flammable materials (other than natural vegetation) on or within the Easement Area.

4. Grantee shall have full rights of ingress and egress necessary for the purposes of doing all construction and of making any and all repairs, alterations, or replacements necessary for the full operation and maintenance of the aforesaid Lines. When feasible, Grantee shall use existing roads to access the aforesaid Lines, otherwise access shall be a location agreed upon by both parties.
5. Grantee agrees to indemnify and save Grantor, its parents and affiliates, harmless against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Grantor arising out of or in any manner connected with the existence or construction, use, maintenance, repair, alteration, or inspection of the Lines, including liability and claims for (1) damage because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Grantee's employees or the employees of Grantee's contractors or subcontractors; (2) damage to property, sustained by any person or persons; (3) damages, costs or claims arising from or relating to actual or alleged environmental contamination or pollution or the actual or alleged violation of any current or future federal, state or local environmental law, regulation or ruling; or (4) any other loss or damage suffered or incurred by Grantee, its employees or agents, or any third party (collectively, (1) - (4) are defined herein as "Liabilities"). Grantee shall indemnify and save Grantor harmless from and against said Liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by statute, ordinance or regulation on the part of Grantee, Grantor, their agents, employees or any third parties, but excluding any Liabilities caused by the sole negligence or the willful misconduct of Grantor, its agents, employees or invitees. In addition, Grantee agrees to promptly repair or replace at its cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantee in the maintenance, operation, existence or use of the Easement Area.
6. If at any time hereinafter, the operation or maintenance of said Lines as hereinabove described, or any portion hereof, shall interfere with any operations of Grantor, whether or not now in existence, Grantee shall, upon request from Grantor, reconstruct said Line on other land provided by Grantor so as to avoid such interference. In such event, Grantee shall execute a recordable document releasing this Right of Way Easement as to the abandoned portion of the Easement Area, and Grantor shall grant Grantee an easement on the land upon which the relocated line is to be constructed on terms and conditions similar to those contained in this Right of Way Easement. The reasonable cost of such reconstruction shall be borne by Grantor.

7. This Right of Way Easement shall terminate if the Easement Area is not used for the above stated purpose for a continuous period of one year.
8. The Easement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Grantee shall not assign, transfer or encumber the Easement Area or the other rights granted herein without the prior written consent of Grantor, which consent may be withheld for any reason at the sole discretion of Grantor. Any assignment, transfer or encumbrance of the Easement Area or the other rights granted herein shall be made subject to the terms and conditions set forth herein and only upon the express assumption by the assignee, transferee or encumbrances of the covenants contained herein.
9. The Easement Area is accepted by Grantee subject to all the foregoing terms and conditions, and Grantee agrees to fully comply with, perform, and carry out the same on its part.

IN WITNESS WHEREOF, Grantor and Grantee have caused this agreement to be executed this 21 day of July, 2005.

OM Enterprises Company, a Utah Corporation

By: 

Its: MANAGER, ASSETS KKB

PacifiCorp, an Oregon Corporation

By: Harold Dault

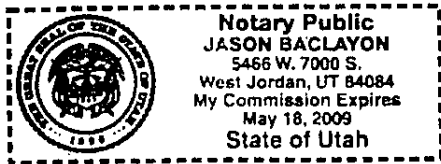
Its: Property Agent

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 22nd day of July, 2005 personally appeared before me Harold Dudley, and who by me duly affirmed, did say that he is Property Agent, of **PacifiCorp** and that said document was signed in behalf of **PacifiCorp** by authority, and **PacifiCorp** executed the same.



Jason Baclayon
Notary Signature and Seal

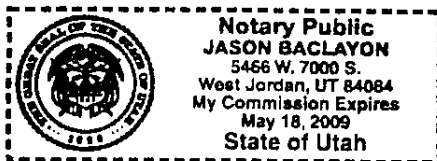
My commission expires: May 18, 2009

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 21st day of July, 2005 personally appeared before me John Birkinshaw, and who by me duly affirmed, did say that he is Manager of Assets, of **OM Enterprises Company** and that said document was signed in behalf of **OM Enterprises Company** by authority, and **OM Enterprises Company** executed the same.



Jason Baclayon
Notary Signature and Seal

My commission expires: May 18, 2009

This drawing should be used only as 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 described easement area.

NE1/4 OF THE NE1/4
SECTION 16

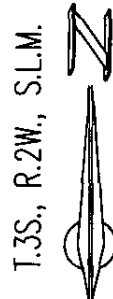
P.O.B. = 1.017 FEET SOUTH AND 220 FEET WEST, MORE OR LESS, FROM THE NORTHEAST CORNER OF SECTION 16.

①
0+00 P.I. 96°46' LT.
BEG. NEW LINE
P.O.B.
S. 2°19'E
30' BACK GUY

NOTE:

RIGHT OF WAY WILL BE FOR ONE GUY ANCHOR LOCATED AS SHOWN ON THIS EXHIBIT AND DESCRIBED IN THE EASEMENT DESCRIPTION.

NW1/4 OF THE NW1/4
SECTION 15



#1+59 P.I. 92°49' RT.
TIE TO SEC. COR. (CALC.)

P.O.B. = 1,284 FEET SOUTH AND 1 (ONE) FOOT WEST, MORE OR LESS, FROM THE NORTHEAST CORNER OF SECTION 16.

SE1/4 OF THE NE1/4
SECTION 16

NOTE:

RIGHT OF WAY WILL BE 10 FEET IN WIDTH, BEING 5 FEET ON EACH SIDE OF THE CENTERLINE OF THE POWER LINE.

PARCEL No. 26-16-100-007

PARCEL No. 26-16-100-010

PARCEL No. 26-16-100-004

SW1/4 OF THE NW1/4
SECTION 15

PARCEL No. 26-15-100-007

#4-8+89 BEG. U.G. LINE

TRANS-JORDAN LANDFILL

DATE: APRIL 29, 2005

SPONSOR: MARK B. ROBINSON

SURVEYED BY: U.P.&L Co./K.E.L.

DRAWN BY: D. T. Boyd

CHECKED BY: D. T. Boyd

PLOT SCALE: 1" = 1'

CAD No: R:\ROW\007QPY00.DWG

APPROVAL

JERRY H. ISAACSON

LEAD SENIOR ENGINEER LINE CIVIL DESIGN

EXHIBIT "A"

OVERHEAD DISTRIBUTION LINE TO SERVE
TRANS-JORDAN LANDFILL FACILITIES AT
10825 SOUTH AND 7200 WEST
EASEMENT No. 1
SOUTH JORDAN, SALT LAKE COUNTY, UTAH

 **PACIFICORP**

JORDAN VALLEY AREA

SCALE: 1" = 200'

SHEET 1 OF 1

PN 2471606

REF.

REV.