

DIST BF 1-97

Return to: KENT SORENSON
183 SOUTH 500 EAST
VERNAL UTAH 84078

ENTRY 99001678
BOOK 695 PAGE 321-323 \$14.00
09-MAR-99 09:02
RANDY SIMMONS
RECORDER, UINTAH COUNTY, UTAH
UTAH POWER/LIGHT
183 SOUTH 500 EAST
REC BY: PAT ABPLANALP , DEPUTY

RC: 55600 WO:01516490

ENTRY 99001678
BOOK 695 PAGE 321

DISTRIBUTION RIGHT OF WAY EASEMENT

For value received, BJ SERVICES COMPANY U.S.A.
_____ (Grantor) hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns (Grantee), an easement for a right of way 10 feet in width for the 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 of 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 UINTAH County, State of UTAH, more particularly described as follows or as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

part nest
S-113-3

A RIGHT OF WAY OVER THE SOUTH TEN (10) FEET OF GRANTORS' LAND AND BEING TEN (10) FEET NORTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED SOUTH BOUNDARY LINE OF GRANTORS' LAND.

BEGINNING LOCATED IN THE S.E. ¼ OF SECTION 36, T.4 S. R. 21 E. SLB&M

Assessor's Map No. BOOK 5 PAGE 113 Tax Parcel No. _0003

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 25 day of February, 1999.

Matthew D. Fitzgerald

X _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
County of _____)
ss.

This instrument was acknowledged before me on _____, 19____, by

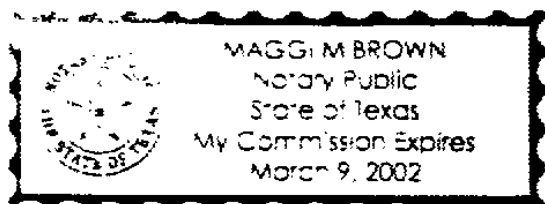
Notary Public
My Commission Expires _____

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF TEXAS)
County of HARRIS)
ss.

This instrument was acknowledged before me on February 25, 1999, by
Matthew D. Fitzgerald as Vice President and Controller of
BG Services Company, U.S.A.

Maggi M. Brown
Notary Public
My Commission Expires 3-9-02



SE 1/4, SECTION 36, T4S, R21E, S11N

