

TRAN & DIST BF 1-97

Return to: Claudia Condor
Suite 110
1407 West North Temple
Salt Lake City, Utah 84140

PN: 01233910 #1

00503331 BK01133 Pg00026-00027

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1998 APR 02 10:42 AM FEE \$12.00 BY DMG
REQUEST: UTAH POWER & LIGHT

RIGHT OF WAY EASEMENT

For value received, United Park City Mines Company
(Grantor) hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns (Grantee), an easement for a right of way 50 feet in width 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 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 Summit County, State of Utah, more particularly described as follows:

A right of way 50 feet in width, being 25 feet on each side of the following described survey line:

Beginning on the south boundary line of the Grantor's land at a point 1301 feet south and 2287 feet east, more or less, from the west one quarter corner of Section 2, T.2 S., R.4 E., S.L.M., thence N.33°40'E. 1588 feet, more or less, to the north boundary line of said land and being in the NE1/4 of the SW1/4 and the NW1/4 of the SE1/4 of said Section 2; containing 1.82 acres, more or less.

Except from the above that portion of line over, across and/or above County Road rights of way.

Assessor's Map No. _____ Tax Parcel No. _____

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 13th day of February, 1998

_____ by Hank Rollins
_____ Its President

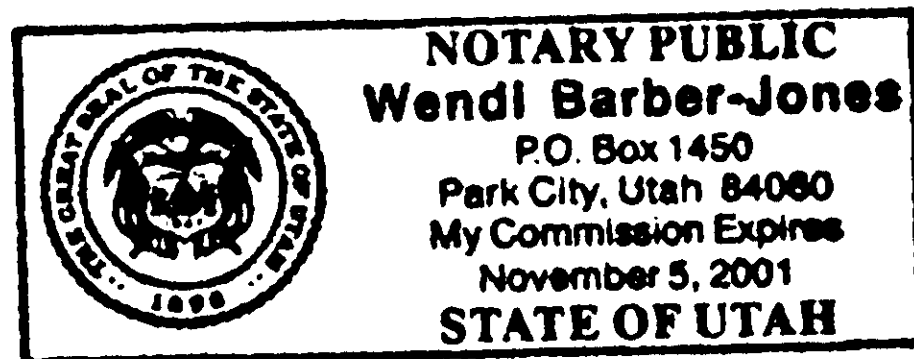
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH

County of SUMMIT

This instrument was acknowledged before me on February 13, 1998, by
Hank Rollins as President
of United Park City Mines Co

Wendi Barber-Jones
Notary Public
My Commission Expires 1-5-01



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