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ROAD/CUT/FILL/SLOPE EASE 2-98

7592835
03/10/2000 12:06 PM 16.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ADB, DEPUTY - WI 3 P.

PACIFICORP
PN SL-00042
Parcel No. SL-00042 & SL-00760
July 27, 1999

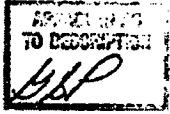
WHEN RECORDED MAIL TO:
Pacificorp
1407 West North Temple #110
Salt Lake City, Utah 84140
Attn: Terry J. Anderson

ROAD EASEMENT

For value received, PACIFICORP, an Oregon corporation, dba Utah Power & Light Company, GRANTOR, hereby grants to Draper City, its successors and assigns, GRANTEE, an easement and right of way for the purpose of construction, maintenance and repair of a public roadway across the following described portion of real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

A part of Lot 2, of Section 1, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point which is N.0°10'24"E. 514.21 feet along the monument line of Pony Express Road, S.89°57'35"W. 1577.92 feet and S.2°36'54"E. 697.16 feet from the monument found marking the intersection of said monument line with the south line of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian (said monument calculated to be S.89°59'24"W. 122.46 feet from the southeast corner of said Section 36), and running thence along the arc of a 408 foot radius curve to the left 82.19 feet (center bears N.72°59'08"E. 408.0 feet), thence S.29°07'56"E. 20.84 feet, thence along the arch of a 492.0 foot radius curve to the right 156.13 feet (center bears S.60°52'04"W. 492.0 feet), thence S.35°50'30"W. 128.2 feet, thence N.0°08'55"E. 9.41 feet, thence along the arc of a 408 foot radius curve to the left 208.51 feet (center bears N.89°51'05"E. 408.0), thence N.29°07'56"W. 13.42 feet, thence N.35°30'09"E. 69.37 feet, thence N.2°36'54"W. 66.35 feet to the point of beginning and being in Lot 2 of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian; containing 0.44 of an acre or 19076.23 square feet, more or less.



The grant of easement also includes a slope easement for the purpose of construction, maintenance and repair of cut and fill slopes on both sides of the public roadway as it runs across Grantor's property and on the west side of Grantor's property in, on over and/or across the following described portion of real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

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West Slope Easement

Beginning at a point which is N.0°10'24"E. 514.21 feet along the monument line of Pony Express Road, S.89°57'35"W. 1577.92 feet, S.2°36'54"E. 763.507 feet and S.35°30'09"W. 69.37 feet from the monument found marking the intersection of said monument line with the south line of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian (said monument calculated to be S.89°59'24"W. 122.46 feet from the southeast corner of said Section 36), and running thence S.29°07'56"E. 13.42 feet, thence along the arc of a 408.0 foot radius curve to the right 208.51 feet (center bears S.60°52'04"W. 408.0 feet), thence S.0°08'55"W. 9.41 feet, thence S.35°30'09"W. 22.18 feet, thence N.89°51'05"W. 7.06 feet, thence N.0°08'55"E. 27.42 feet, thence along the arc of a 388.0 foot radius curve to the left 198.29 feet (center bears N.89°51'05"W. 388.0 feet), thence S.60°52'04"W. 20.0 feet, thence N.29°07'56"W. 3.12 feet, thence N.35°50'30"E. 44.15 feet, thence along the arc of a 492.0 foot radius curve to the left 0.95 of a foot (center bears N.60°58'42"E. 492.0 feet), thence S.29°07'56"E. 7.42 feet to the point of beginning and being in Lot 2 of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian; containing 0.11 of an acre, more or less,

East Slope Easement

Beginning at a point which is N.0°10'24"E. 514.21 feet along the monument line of Pony Express Road, S.89°57'35"W. 1577.92 feet and S.2°36'54"E. 107.558 feet from the monument found marking the intersection of said monument line with the south line of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian (said monument calculated to be S.89°59'24"W. 122.46 feet from the southeast corner

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of said Section 36), and running thence along the arc of a 622.0 foot radius curve to the right 117.34 feet (center bears S.78°21'39"W. 622.0 feet), thence N.89°10'13"E. 30.0 feet, thence S.0°49'47"E. 355.01 feet, thence along the arc of a 368.0 foot radius curve to left 181.78 feet (center bears N.89°10'13"E. 368.01 feet), thence S.29°07'56"E. 20.84 feet, thence S.60°52'04"W. 20.0 feet, thence along the arc of a 512 foot radius curve to the right 144.0 feet (center bears S.60°52'04"W. 512.0 feet), thence S.35°50'30"W. 26.98 feet, thence along the arc of a 492.0 foot radius curve to the left 156.13 feet (center bears S.79°03'00"W. 492.0 feet), thence N.29°07'56"W. 20.84 feet, thence along the arc of a 408.0 foot radius curve to the right 82.19 feet (center bears N.60°52'04"E. 408.0 feet), thence N.2°36'54"W. 589.60 feet to the point of beginning and being in the SW1/4 of the SE1/4 of said Section 36 and Lot 2 of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian, containing 0.55 of an acre, more or less.

This easement is granted subject to the following restrictive conditions:

1. Grantee, its successors and assigns, will not make any use of the easement herein granted which will be inconsistent with, or interfere in any manner with Grantee's operation, maintenance or repair of Grantee's existing installations or additional construction and installations constructed after the granting of this easement which cross over or above the property as herein described.

2. In the event curb and gutter is constructed on the easement herein granted, the costs shall be the responsibility of the Grantee. The curb and gutter will be high-back type and will contain a 16-foot curb cut at places designated by the Grantee, which curb cuts will permit passage of Grantee's equipment used for repair and maintenance of Grantee's electric transmission lines.

3. Subject to the foregoing limitations, at no time shall Grantee 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 said right of way. Grantee will not excavate within 10 feet of Grantee's existing transmission structures.

4. In the event Grantee, or its successor or assigns, abandons the public roadway constructed over Grantee's property described above, this easement shall be terminable by Grantee, with all rights and interest conveyed herein by Grantee reverting back to Grantee through execution of a Release of Easement from Grantee, or its successors or assigns.

5. Grantee shall have the right, at any time and from time to time, to cross and re-cross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantee. Cut and/or fills shall be constructed in such a manner as to accommodate Grantee's equipment as specified by Grantee.

6. After said cut and/or fill slopes and appurtenant parts thereof are constructed on the described easement at the expense of Grantee, said Grantee is thereafter responsible for any further claim or demand for costs, damages or maintenance charges which may accrue against said cut and/or fill slopes and appurtenant parts thereof.

7. It is agreed hereby, that the Grantee, by consent of the Grantee, shall have the right to lessen but not increase the vertical distance or grade of the slope.

8. It is also understood that Grantee, its successors and assigns, shall defend and indemnify and hold harmless the Grantee from and against liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to

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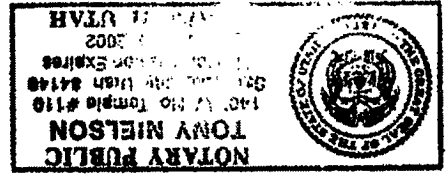
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My commission expires: _____
Notary Public _____

This instrument was acknowledged before me on this _____ day of _____, 19____, by _____ as _____

STATE OF _____)
COUNTY OF _____)
SS: _____

My commission expires: June 10, 2002
Notary Public _____



This instrument was acknowledged before me on this 27th day of July, 1999, by _____ as _____ Vice President of _____

STATE OF UTAH)
COUNTY OF SALT LAKE)
SS: _____

PACIFICORP, an Oregon Corporation
dba Utah Power & Light Company

Vice President

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 27th day of July, 1999

persons or property occurring on or occasioned by facilities or equipment owned or controlled by Grantee and arising by reason of Grantee's use and occupation of the property pursuant to this easement.

PACIFICORP
PN SL-00042
Parcel No. SL-00042 & SL-00760
July 27, 1999
ROAD/CUT ILL/SLOPE BASE 2-98