

7360744
05/20/99 3:37 PM 14.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
UTAH POWER & LIGHT
1407 W NORTH TEMPLE
SLC, UT 84140
REC BY:V ASHBY ,DEPUTY - WI

Return to:
Claudia Conder
Utah Power & Light Co.
1407 West North Temple
Suite 110
Salt Lake City, Utah 84140

RIGHT-OF-WAY EASEMENT

7360744

For value received, Smith Detroit Diesel/Allison, Inc., "Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns ("Grantee"), an easement for a right-of-way 60 feet in width and 550 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of electric power transmission, distribution and communication lines and reasonably required accessories and appurtenances thereto, including without limitation: three (3) poles as shown on Exhibit "A"; wires, cables, and other conductors and conduits therefor; along the present course now located by Grantee on or over 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" including pole locations attached hereto and by this reference made a part hereof:

A right-of-way 60 feet in width, being 30 feet on each of the following-described survey line:

Beginning on a west boundary line at a point 435 feet north and 210 feet east, more or less, from the southwest corner of Lot 2, Block 15, 10 Acre Plat "A" Big Field Survey, thence S.73°32'E. 550 feet,, more or less, to the east boundary line of the Grantor's land, said east boundary line also being the west right-of-way line of Utah Transit Authority Railway, being in said Lot 2 in the NW 1/4 of the SE 1/4 of Section 36, T. 1 S., R. 1 W., S.L.M.; containing 0.76 of an acre, more or less.

Except as this easement shall limit or restrict prior easements, this easement is granted in accord with and supplements prior easements dated August 23, 1917, and recorded on the 30th day of June, 1917, in the office of the county recorder of Salt Lake County, Utah, in Book 3-F of L&L at pages 403-4, dated March 19, 1917, and recorded on the 4th day of September, 1917, in the office of the County Recorder of Salt Lake County, Utah, in Book 2-Z of L&L at page 575-6, and dated March 19, 1917, and recorded on the 4th day of September, 1917, in the office of the County Recorder of Salt Lake County, Utah, in Book 2-Z of L&L at page 575-6 (collectively all easements are referred to as "Right-of-Way Easement"). This Right-of-Way Easement, including the prior easements referred to herein, is limited to a maximum of three total poles. Except for the poles, no accessories or appurtenances or anything of any type shall be placed on or in the ground.

Assessor's Map No. 15-36-41 Tax Parcel No. 15-36-402-032

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Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto but such shall occur in a manner to avoid unnecessary interference or disruption of Grantor's business. Grantee acknowledges the existing buildings currently occupying the easement area are in compliance with all required clearance and safety standards and that Grantor's current uses within the easement area do not interfere with Grantee's easement rights, and that Grantee also acknowledges that its use of this easement shall at all times maintain all required clearances and comply with all safety standards. Any height alteration to existing buildings inside the easement area or any change in the current use of the easement area which impacts the easement area shall require advanced written approval from the Grantee prior to said alteration. At the time of the granting of this easement, Grantor's allowable building and/or structure height for new construction within the easement area is 18 feet maximum above the existing ground elevation. Any new construction shall also require advanced written approval. Said approvals shall not be unreasonably withheld.

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.

DATED this 13TH day of May, 1999.

"Grantor"

SMITH DETROIT DIESEL/ALLISON, INC.,
a Delaware corporation

By: *[Signature]*
Its: C.F.O.

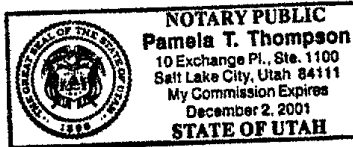
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
County of Salt Lake)

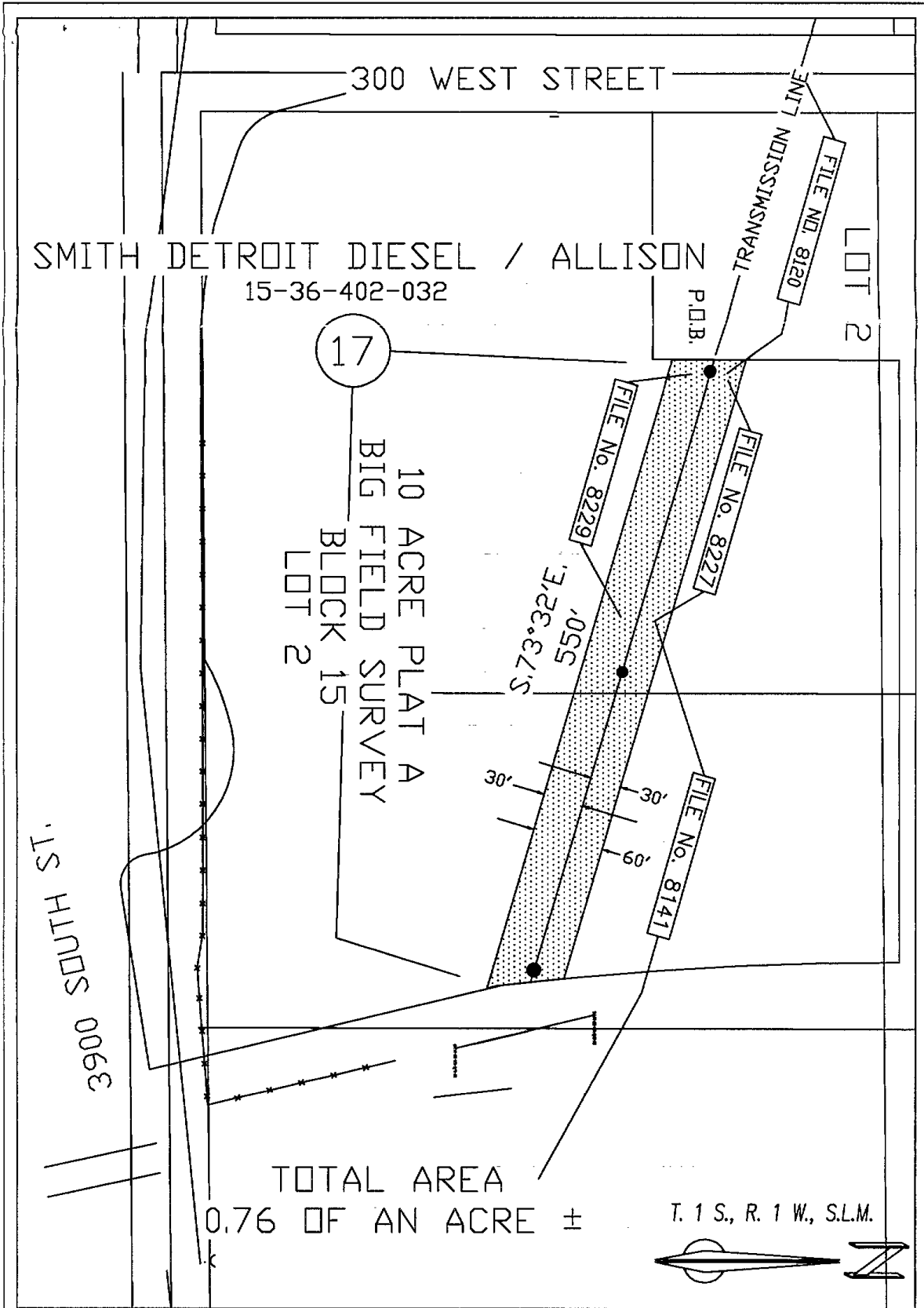
Before me, the undersigned Notary Public in and for said county and state, this 13th day of May, 1999, personally appeared Brent Sandberg C.F.O. of Smith Detroit Diesel/Allison, Inc., a Delaware corporation, and acknowledged the execution of the above and foregoing Right-of-Way Easement for and on its behalf.

Pamela T. Thompson
NOTARY PUBLIC
Residing at: West Jordan, Utah

My Commission Expires:
12-2-2001
N:\10559\1\EASEMENT.ROW



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JANUARY 22, 1999
 SPONSOR: ROHNER/MCANINCH
 SURVEYED BY: U.P.&L \ R.A.S.
 DRAWN BY: W.T. LEMMONS
 CHECKED BY: E.T. YOSHINAGA
 PLOT SCALE: 1" = 1'
 CAD No: C:\104040.OH.DWG

APPROVAL
 RONALD G. OLSEN
RGO
 SUPERVISOR RIGHT OF WAY DESIGN

EXHIBIT "A"
 MIDVALLEY-COTTONWOOD 138 KV LINE CROSSING
 EASEMENT NO. 17 SMITH DETRIOT DIESEL/ALLISON INC.
 SALT LAKE CITY, SALT LAKE COUNTY, UTAH

PACIFICORP SALT LAKE TRANSMISSION

SCALE: 1" = 50' SHEET 1 OF 1 PN 104040 REV.

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