

THIS AGREEMENT, dated the 28th day of December, 1989, by and between Chevron U.S.A. Inc., a Pennsylvania corporation (hereinafter termed "Grantor") and PacifiCorp, an Oregon corporation, doing business as Utah Power & Light Company (hereinafter termed "Grantee").

WHEREAS, Grantor is the owner of a parcel of real property located in the County of Wasatch, State of Utah and more particularly described as follows and hereinafter referred to as the "premises":

Parcel No. 3:

Beginning at a point North 89°05'35" East along a section line 606.15 feet from the Southwest corner of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian and running thence North 89°05'35" East along said section line 1300.0 feet; thence South 40°00' West 1325.52 feet to the boundary line of Summit County and Wasatch County; thence North 21°48' West along said boundary line 790.93 feet; thence North 30°36'30" West along said boundary line 302.63 feet to the point of beginning.

Parcel No. 4:

Beginning at a point North 89°05'35" East along a section line 2156.48 feet from the Northwest corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian and running thence North 89°05'35" East along said section line 349.13 feet to a point on the West right of way line of the Union Pacific Railroad, said point also being on a curve to the left, the radius point of which is North 53°10' East 1150.00 feet; thence Southeasterly along the arc of said curve and west right of way line 45.05 feet to the point of tangency; thence South 39°04'40" East along said West right of way line 100.045 feet to a point of a 1000.00 foot radius curve to the right; the radius point of which is South 50°55'20" West 950.00 feet; thence Southeasterly along the arc of said curve and West right of way line 689.28 feet to a point of tangency; thence South 2°29'38" West along said West right of way line 249.835 feet to a point of a 1150.00 foot radius curve to the left, the radius point of which is South 87°30'22" East 1150.00 feet; thence Southeasterly along the arc of said curve and West right of way line 121.76 feet; thence West 85.14 feet to a line of power poles; thence North 28°10' West along a line of power poles 135.68 feet; thence North 26°14' West along a line of power poles 1114.32 feet to the point of beginning.

ALSO, that part of the East half of the Southwest quarter lying Westerly of the Union Pacific Railroad containing approximately 26 acres.

WHEREAS, Grantee desires an easement and right of way across a portion of the premises for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, with necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits; and

WHEREAS, Grantor intends by this instrument to grant to Grantee an easement across a portion of the premises which easement shall automatically revert to Grantor upon the occurrence of events as provided herein.

NOW THEREFORE, in consideration of the full and prompt performance of the things to be performed by Grantee as hereinafter provided, Grantor hereby grants to Grantee, subject to termination, as hereinafter provided and under the terms, conditions and provisions hereinafter contained, a right of way and easement to erect, operate, maintain, repair, alter, enlarge, inspect, relocate, and replace electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities (hereinafter referred to as "facilities") over and under and across the following described real property located within the boundary of the premises (the "easement area"), to wit:

BURTON D. MAXFIELD  
UTAH POWER & LIGHT CO.  
Property Services Dept.  
1407 West North Temple, Rm. #274  
Salt Lake City, Utah 84140

ENTRY NO. 151499  
RECORDED FOR LIAH BOWLER  
RECORDED BY JOE DEAN HUBER  
DATE 2-24-90 TIME 3:35  
BOOK 216 PAGE 523  
FEE \$12.50

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

Beginning at an existing pole on the Grantor's land at a point 90 feet north and 545 feet west, more or less, from the south one quarter corner of Section 6, T.2 S., R.5 E., S.L.M., thence N.63°40'E. 40 feet, thence S. 56°31'E. 677.4 feet to the east boundary fence on said land and being in the SE 1/4 of the SW 1/4 of said Section 6, the NE 1/4 of the NW 1/4, and the NW 1/4 of the NE 1/4 of Section 7, Township and Range aforesaid; containing 0.82 of an acre, more or less.

A right of way 10 feet in width, being 5 feet on each side of the following described centerline:

Beginning in the above described survey line on the Grantor's land at a point 90 feet north and 545 feet west, more or less, from the south one quarter corner of Section 6, T.2 S., R.5 E., S.L.M., thence S.63°40'W. 61 feet on said land and being in the SE 1/4 of the SW 1/4 of said Section 6; containing 0.01 of an acre, more or less.

Beginning in the first above described survey line on a Grantor's land at a point 110 feet north and 505 feet west, more or less, from the south one quarter corner of Section 6, T.2 S., R.5 E., S.L.M., thence N.3°34'30" E. 73 feet on said land and being in the SE 1/4 of the SW 1/4 of said Section 6, containing 0.02 of an acre, more or less.

Total area 0.85 of an acre, more or less.

The foregoing easement is granted upon and subject to each of the following terms and conditions, to which Grantee, by its acceptance and recordation of this instrument, agrees:

1. Grantee shall not interfere with or obstruct the use of the premises by Grantor or injure or interfere with any person or property on or about the premises.
2. Grantee shall promptly and properly refill any and all excavations or holes made by or for Grantee on the premises or easement area. Grantee shall ascertain and plainly mark before any excavations or holes are made and during all times that work is being performed the exact location of all facilities which may be located below the surface of the ground or otherwise not plainly visible. Grantee hereby accepts sole responsibility for so doing and shall be solely liable for all loss, damage, injury or death caused or contributed to by any lack or improper marking.
3. In constructing the facilities, Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, and other obstructions which may injure persons or wildlife or interfere with Grantee's reasonable use, occupation, or enjoyment of the easement area and the rights granted hereunder.
4. Grantee and its employees and agents shall have free access to the said facilities over such reasonable route as Grantor may designate or approve for the purpose of exercising the rights herein given.
5. This grant of right of way is personal to Grantee and shall not be assigned or transferred by Grantee voluntarily, by operation of law, by merger or other corporate proceedings, or otherwise, in whole or in part without the written consent of Grantor first being had. No written consent by Grantor hereunder shall be deemed a waiver by Grantor of any of the provisions hereof, except to the extent of such consent.
6. Grantee, at its sole risk and expense shall do all things necessary to assure that the facilities which it constructs hereunder will not be damaged by, and hereby waives all claims for damage to said facilities resulting from, electrolysis or similar action resulting from or connected with Grantor's operation of any existing or future cathodic protection system on or in the vicinity of the easement area.
7. At such time or times as, in the opinion of Grantor, said facilities interfere with Grantor's use of or operations upon said premises, Grantee shall, at its own

risk and expense, within sixty (60) days after written request therefor by Grantor, relocate said facilities, within the premises, in the location specified by Grantor in such request, and shall restore said premises and the easement area as nearly as possible to the same state and condition they were in prior to the construction and relocation of said facilities; provided, however, if all or any part of said premises is acquired in any manner by federal, state or any local government or political subdivision or other public body or agency, the obligations of Grantee under this paragraph shall be null and void with respect to the lands so acquired and shall not inure to the benefit of any such government, subdivision, body or agency.

8. Upon the violation by Grantee of any of the terms and conditions set forth herein and the failure to remedy the same within thirty (30) days after written notice from Grantor so to do, then at the option of the Grantor, this Agreement and the rights herein given Grantee shall forthwith terminate.

9. This Agreement and the rights herein given Grantee shall terminate in the event that Grantee shall fail for a continuous period of one year to maintain and operate said facilities. Any period that is of less than one continuous year in duration, followed by resumption shall not be aggregated or counted in any subsequent period of disuse.

10. Grantor or Grantee may from time to time terminate any portion or all of the rights of Grantee hereunder by giving to the other party hereto written notice of termination not less than ninety (90) days prior to a designated termination date; provided, however, if all or any part of said premises is acquired in any manner by any federal, state or local government, the Grantor's rights of termination under this paragraph shall be null and void with respect to the lands so acquired and shall not inure to the benefit of any such government, subdivision, body or agency.

11. Upon the termination of the rights herein given, Grantee shall, at its own risk and expense, remove said facilities and restore said easement area and the premises as nearly as possible to the same state and condition they were in prior to any construction of said easement area and the facilities, but if it should fail so to do within sixty (60) days after such termination, Grantor may do so at the risk of Grantee, and all cost and expense of such removal and the restoration of said easement area and the premises as aforesaid, together with interest thereon at the rate of ten percent (10%) per annum, shall be paid by Grantee upon demand; and in case of a suit to enforce or collect the same, Grantee agrees to pay Grantor in addition a reasonable attorney's fee to be fixed and allowed by the court.

12. Upon the termination of the rights herein given, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefor, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this agreement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination of the rights herein given.

13. Grantee shall pay, before the same become delinquent, all charges, taxes, rates, and assessments upon or against said facilities, but Grantor may at all times after any delinquency pay and discharge all of such delinquent charges, taxes, rates, and assessments after reasonable verification thereof, and all such payments so made by Grantor, with interest thereon at the rate of ten per cent (10%) per annum from date of payment, shall be paid by Grantee upon demand. In case of a suit after such demand to enforce or collect the same, Grantee agrees to pay Grantor in addition thereto a reasonable attorney's fee to be fixed and allowed by the court.

14. Grantee agrees to indemnify and hold Grantor and its affiliates (as in this paragraph and in Paragraph 15 hereof, "affiliates" means Chevron Corporation and any company in which Chevron Corporation now or hereafter owns, directly or indirectly, at least fifty per cent of the shares of stock entitled to vote at a general election for directors) and their respective officers, directors, employees, successors and assigns, and each of them, harmless from and against all liability or claims thereof for loss of or damage to property (to whomever belonging) or injury to or death of any person proximately caused in whole or in part by any negligence of Grantee or its contractors, or by any acts for which Grantee

or its contractors are liable without fault, in the exercise of the rights herein granted; save and except in those instances where such loss or damage or injury or death is proximately caused by the sole active negligence of Grantor or its contractors or affiliates or by any acts for which Grantor or its contractors or affiliates are liable without fault.

15. Grantee shall secure and maintain at its own expense during the term of this right of way and easement, liability insurance, in respect of said easement area and any and all facilities, and all activities on or about or in connection with said premises of the types and in the minimum amounts described generally as follows: Premises-Operations, Bodily Injury and Property Damage Liability Insurance with the explosion, collapse and underground exclusions deleted, with a limit of liability of \$1,000,000 per occurrence. Such insurance shall be endorsed to name Grantor, its affiliates, officers, directors, employees, successors and assigns, and each of them, as additional insured. Grantee, prior to occupancy, shall furnish a Certificate of Insurance of the foregoing items and such certificate shall require thirty (30) days' written notice of cancellation or reduction in coverage.

16. Any notice provided herein to be given by either party hereto to the other may be served by depositing in the United States Post Office, postage prepaid, a sealed envelope containing a copy of such notice and addressed to said other party at its address set forth below and the same shall be sufficient service of such notice.

Grantor: Chevron U.S.A. Inc.  
c/o Chevron Real Estate Management Company  
P. O. Box 7137  
San Francisco, California 94120-7137

or

225 Bush Street  
San Francisco, California 94104

Attention: Manager, Land Asset Management

Grantee: PacifiCorp  
c/o Utah Power and Light Company  
1407 West North Temple  
Salt Lake City, Utah 84140

Either party may change its address where notices are to be sent pursuant to this paragraph by giving notice thereof to the other party in the manner set forth in this paragraph.

17. Grantee hereby recognizes Grantor's title and interest in and to said premises and agrees never to assail or resist Grantor's title or interest therein.

18. Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

19. This grant is subject to all valid and existing licenses, leases, grants, exceptions, reservations, and conditions affecting said premises.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate.

Chevron U.S.A. Inc.

By: C. R. Farber  
Its: Assistant Secretary

Utah Power & Light Company,  
a division of PacifiCorp

By: James A. Boling

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN FRANCISCO )

On Jan. 19<sup>90</sup>, 1989, before me, the undersigned, a Notary Public in and for said State personally appeared C. R. Farber, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Assistant Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Elaine Simonson  
Notary Public in and for  
said County and State

NOTARIAL SEAL



STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

On the 31<sup>st</sup> day of January, 1989<sup>90</sup>, personally appeared before me John R. Solberg, who being duly sworn did say that he is a Vice President of UTAH POWER & LIGHT COMPANY, a division of PacifiCorp, an Oregon corporation, and that said instrument was signed in behalf of PacifiCorp by delegation of authority authorized by a resolution of its Board of Directors, and the said John R. Solberg acknowledged to me that said corporation executed the same.

My Commission Expires:

Jan. 23, 1993

Couris J. Christensen  
NOTARY PUBLIC  
Residing at:  
Salt Lake County