

UT TRUS OH-8/94

PN 01061715  
August 15, 1996  
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## EASEMENT

FIRST SECURITY BANK OF UTAH, N.A., not individually but solely as Trustee under the FM Trust 1995-2 ("Grantor")

hereby conveys and warrants to PacifiCorp, an Oregon Corporation, dba Utah Power & Light Company, whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah, its successors in interest and assigns, Grantee, for the sum of Ten Dollars (\$10.00) and other valuable consideration, a perpetual easement and right of way 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, and \_\_\_\_\_ poles and \_\_\_\_\_ guy anchors, with the necessary stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across real property located in Utah County, Utah, described as follows:

A right of way over the north and west 20 feet of the Grantor's land being 20 feet south and east of and adjacent to the following described north and west boundary lines of said Grantor's land:

Beginning at the southwest corner of the Grantor's land at a point 48 feet east, more or less, along the section line from the southwest corner of Section 24, T.6 S., R.2 E., S.L.M., thence N.0°10'58"W. 493.42 feet, more or less, along the west boundary line to the northwest corner of said Grantor's Parcel No.1, thence East 400 feet, more or less, along the north boundary line of said Parcel No.1 and Parcel No. 2 and being in the SW1/4 of the SW1/4 of said Section 24; containing 0.41 of an acre, more or less.

A right of way over the west, southerly and easterly 20 feet of the Grantor's land, being 20



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feet east, northerly and westerly of and adjacent to the following described west, southerly and easterly boundary lines of said Grantor's land:

Beginning at the northwest corner of the Grantor's land at a point 36 feet south and 49 feet east, more or less, from the northwest corner of Section 25, T.6 S., R.2 E., S.L.M., thence S.0°36'48"E. 645.72 feet along the Grantor's west boundary line to the southwest corner of said land, thence Southeasterly along the arc of a spiral curve to the right 299.65 feet (chord bears S.85°37'22"E. 299.15 feet), S.76°28'36"E. 233.43 feet and Southeasterly along the arc of a 1054.93 foot radius curve to the right 220.94 feet (chord bears S.60°25'47"E. 220.54 feet) along the southerly boundary line, said southerly boundary line also being the northerly right of way line of University Parkway (1300 South Street), to the most southerly corner of said land, thence along a southeasterly boundary line N.39°00'E. 111.11 feet, thence N.9°30'E. 87.84 feet along an easterly boundary line of said land, said easterly boundary line also being the westerly right of way line of 950 East Street, and being in the NW1/4 of the NW1/4 of said Section 25; containing 0.73 on an acre, more or less.

FILED  
TO RECORD  
471

Total Area 1.14 acres, more or less

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, including the right to cut and

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remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement.

The Grantee, by acceptance of the easement granted herein, does covenant and agree with Grantor that:

1. The Grantee shall, upon completion of any installation of the facilities and at its sole cost and expense, remove all debris and restore the surface of the easement area to its previous condition.
2. The Grantee shall maintain the Improvements in safe and proper working condition at all times and shall, if the easement area is disturbed by the maintenance, alteration, repair or replacement of the Improvements, restore the surface of the easement area as nearly as possible to the condition in which it existed at the commencement of said maintenance, alteration, repair or replacement, at its sole cost and expense. The Grantee agrees to perform all work so as to avoid to the extent reasonably possible, interference with other utilities or access to Grantor's property. The Grantee shall keep the easement area and Grantor's property free from any liens caused by the Grantee, its agents, independent contractors or employees.
3. The Grantee shall protect, defend, indemnify and hold Grantor harmless from and against any and all claims, demands, losses, damages, expenses and liabilities, including personal injury and for any damage to or loss or destruction of property, suffered by Grantor, its tenants, employees and invitees, arising out of or resulting from the construction, maintenance or use of the Improvements, or arising in any manner out of the Grantee's use of the easement area; provided however, that Grantor shall not be entitled to such indemnification for damage caused to Grantor or any third party by reason of the sole negligence or misconduct of Grantor or damage caused by the concurrent negligence of Grantor to the extent of such concurrent negligence.

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4. Grantor shall not construct any buildings or other structures in the easement area. Subject to the limitation on building structures set forth above, Grantor reserves to itself the right to use the surface of the easement area for any purpose including landscaping and paved parking.

5. The easement granted hereby shall be non-exclusive and Grantor reserves the right to grant other easement rights in and to the easement area; provided that such easement rights shall not substantially interfere with the easement rights granted herein.

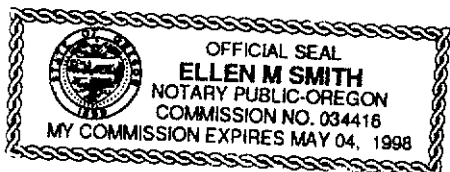
In witness whereof, Grantor has executed this Easement on this 6th day of September, 1996.

FIRST SECURITY BANK OF UTAH, N.A., not individually but solely as Trustee under the FM Trust 1995-2, by FRED MEYER, INC., a Delaware corporation, its attorney in fact

By: Scott L. Wippel  
Scott L. Wippel, Sr. Vice President

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me this 9 day of Sept., 1996, by Scott L. Wippel, as Senior Vice President of Fred Meyer, Inc., a Delaware corporation, acting in its capacity as attorney-in-fact for FIRST SECURITY BANK OF UTAH, N.A., not individually but solely as Trustee under the FM Trust 1995-2.



Ellen M. Smith  
Notary Public for State of Oregon  
My Commission Expires: 5/4/98