

OQUIRTH - TOOELE 138 KV LINE  
EASEMENT # 8 & # 11  
ER 78-2855

*Salt Lake County*

Return To:  
W. K. WARE  
Utah Power & Light Company  
Cadastral Engineering  
P. O. Box 899  
Salt Lake City, Utah 84110

POLE LINE EASEMENT

**3888643**

CALVIN J. SPRATLING and CARLA P. SPRATLING, husband and wife (hereinafter referred to as the "Spratlings"), and KENNECOTT CORPORATION, a corporation of the State of New York, qualified to do business in the State of Utah (hereinafter referred to as "Kennecott"), as their interests may appear in the real property described hereinafter (collectively referred to as "Grantors"), hereby convey to UTAH POWER & LIGHT COMPANY, a corporation in the State of Utah, its successors in interest and assigns as "Grantee" for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of electric transmission and distribution circuits of the Grantee, and one steel tower, ten 2 pole structures, seven poles of seven 2 pole structures, no single pole structures and no guy anchors, with the necessary stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over, under and across, a tract of land located in Salt Lake County, State of Utah, a right of way over the South 10 feet of the following described property, being 10 feet North of and adjacent to the following described South boundary of land owned by the Spratlings subject to the interests of Kennecott under an Agreement to Exchange Real Property dated April 30, 1982;

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BEGINNING at the Southeast corner of the Grantor's land which is the Southeast corner of Section 32, Township 2 South, Range 2 West, Salt Lake Base and Meridian, thence West 2990 feet, more or less, along the township line which is the South boundary line of the Grantor's land to the Southwest corner of said land and being in the South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of said Section 32; containing 0.69 of an acre, more or less.

BEGINNING at the Northeast corner of the Grantor's land at a point 1275 feet West, more or less, along the Township line from the North one quarter of Section 5, Township 3 South, Range 2 West, Salt Lake Base and Meridian, thence South 21 feet, more or less, along an East boundary line of the Grantor's land, thence North  $89^{\circ}53'$  West 440 feet, more or less, along a line which is parallel to and 15 feet perpendicularly distant Southerly from centerline of power line survey, thence South  $0^{\circ}07'$  West 25 feet, more or less, thence North  $89^{\circ}53'$  West 958 feet, more or less, along a line which is parallel to and 40 feet perpendicularly distant Southerly from centerline of power line survey to the West boundary line of said Grantor's land, thence North 45 feet, more or less, along said West boundary line to the Northwest corner of said Section 5, thence West 3135 feet, more or less, along the section line between Sections 31 and 6, thence North 80 feet, more or less, thence South  $88^{\circ}56'$  East 1810 feet, more or less, and South  $89^{\circ}53'$  East 2283 feet, more or less, along a line which is parallel to and 40 feet perpendicularly distant Northerly from centerline of power line survey, thence South  $0^{\circ}07'$  West 24 feet, more or less, thence East 770 feet, more or less, along a line which is parallel to and 15 feet perpendicularly distant Northerly from centerline of power line survey to the East boundary line of said Grantor's land, thence South 10 feet, more or less, along said East boundary line to the Grantor's South boundary line, thence West 330 feet, more or less, to the point of beginning and being in

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Lots 3 and 4 of said Section 5, the South half of the Southeast quarter, the Southeast quarter of the Southwest quarter of Section 31 and the South half of the Southwest quarter of Section 32, Township 2 South, Range 2 West, Salt Lake Base and Meridian, containing 6.42 acres, more or less.

Except from the above that portion of line over, under, across or upon Kennecott Railroad Right of Way; containing 0.44 of an acre, more or less.

A right of way 80 feet in width, being 40 feet each side of the following described center line:

BEGINNING on the Grantor's land at a point 30 feet North and 500 feet West, more or less, from the South one quarter corner of Section 31, Township 3 South, Range 2 West, Salt Lake Base and Meridian, thence North  $88^{\circ}56'$  West 3400 feet, more or less, thence South  $83^{\circ}40'$  West 1490 feet, more or less, to the South boundary line of said land and being in the South half of the Southwest quarter of said Section 31, and the South half of the Southeast quarter of Section 36, Township 2 South, Range 3 West, Salt Lake Base and Meridian; containing 8.98 acres, more or less.

Approved for  
the Board  
*RHO*

Total acres 15.65 acres, more or less.

This easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions, and agreements to-wit:

1. The Grantee shall have full right of ingress and egress for the purpose of doing all construction and of making any and all repairs, alterations, replacements, additions, or extensions necessary for the full operation and maintenance of the lines aforesaid.

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2. The use of this property by the Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by the Grantors of this and other property of the Grantors, consistent with the practical use and occupancy thereof by the Grantee for the purposes above stated.

3. Grantee agrees to hold and save Grantors harmless from any and all damages arising from its use of said easement and agrees to pay any damage or damages which may arise to the property, premises, or rights of the Grantors through Grantee's use, occupation, and possession of the rights herein granted.

4. Grantee agrees to indemnify and save Grantors harmless against any and all loss and expense, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Grantors for damage because of bodily injuries, including death, at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in any manner connected with, or growing out of the utilization of said right-of-way by Grantee, whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute or ordinance or regulation, on the part of the Grantee, Grantors, employees or agents, or any of them, or any other person or organization, but excluding any liability caused by sole negligence or willful misconduct of Grantors.

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5. Grantors reserve the right to use said easement for purposes not inconsistent with the easement granted hereby in such a manner as is calculated to do Grantees the least inconvenience and damage.

6. This easement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

7. Expressly, excepting, reserving, and specifically subject to a perpetual easement, right, and privilege on the part of Kennecott, its successors, lessees, licensees and assigns, at any time and all time hereafter to discharge through the medium of the air upon each and every portion of said lands any and all gases, particulates, dusts, dirt, fumes and other substances and matter which may be released, given or thrown, or blown off, emitted or discharged in the course of, or by, or through the existence or operation of each or all of the smelting plants, reduction works, mills, refineries, power plants, maufactories, tailing deposits and other works or factories which are now or which may hereafter at any time be established or operated by Kennecott, its successors, lessees, licensees, or assigns, or any of them.

8. Whenever, at any time, or from time to time hereinafter, the operation or maintenance of said electric transmission and distribution circuits as hereinabove described, or any portion thereof, shall interfere with any of the usual or ordinary operations of Grantors, whether such operation or maintenance be actual or prospective, Grantee shall, upon request from Grantors, reconstruct said line so as to avoid such interference. Reason-

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able cost of such relocation shall be borne by Grantors. If Grantee shall fail to effect the removal of such line or portion thereof, so interfering as aforementioned, the Grantors may effect such removal with as little interruption in electric service over such line as may be reasonably practical. Should any portion of the hereinabove described line be relocated on Grantors' lands, Grantors will immediately grant an easement on similar terms hereto and Grantee shall immediately file a release of the easement effected by said change.

9. This easement is accepted by the Grantee, subject to all the foregoing terms and conditions and the Grantee agrees to fully comply with, perform, and carry out the same on its part.

IN WITNESS WHEREOF, Grantors and Grantee have caused this instrument to be executed the date opposite their respective signatures.

GRANTORS:

Calvin J. Spratling  
CALVIN J. SPRATLING

\_\_\_\_\_  
Date

Carla P. Spratling  
CARLA P. SPRATLING

\_\_\_\_\_  
Date

BARRETT, BEALE & LATIMER  
Barrett Beale

KENNECOTT CORPORATION

October 7, 1983  
Date

By R. J. Jones  
Its Senior Vice President

GRANTEE:

UTAH POWER & LIGHT COMPANY

10-12-83  
Date

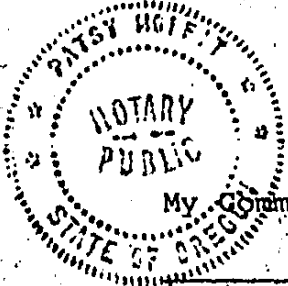
By Robert Jordan  
Its Vice Pres.

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STATE OF OREGON )  
 ) ss.  
County of Umatilla )

On this 9<sup>th</sup> day of September, 1983, personally appeared before me CALVIN J. SPRATLING and CARLA P. SPRATLING, husband and wife, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

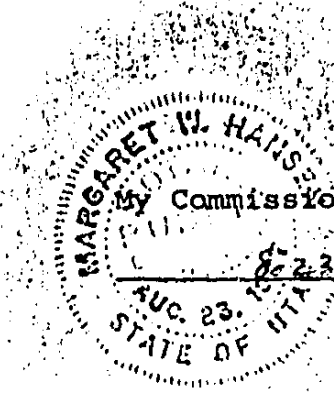


Patsy Moffitt  
Notary Public for Oregon  
Residing at: Seaside, Oregon

My Commission Expires:  
10/24/86

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

On this 7<sup>th</sup> day of October, 1983, personally appeared before me H. F. Jubbil, who being by me duly sworn did state that he is the Senior Vice President of Kennecott Corporation, and the within and foregoing instrument was executed by authority of said corporation, and said H. F. Jubbil duly acknowledged to me that said corporation executed the same.



Margaret W. Hansen  
Notary Public  
Residing at: Salt Lake City - Utah

My Commission Expires:  
8-23-87

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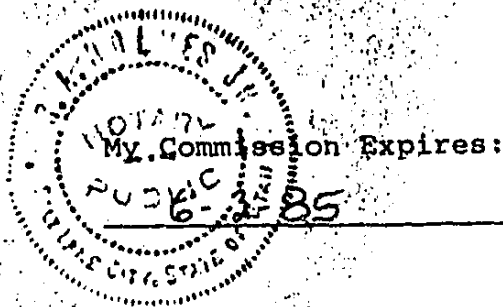
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Return To:  
 W. K. WARE  
 Utah Power & Light Company  
 Cadastral Engineering  
 P. O. Box 899  
 Salt Lake City, Utah 84110

STATE OF UTAH )  
 ) ss.  
 County of Salt Lake )

On this 12 day of OCTOBER, 1983, personally appeared before me ROBERT GORDON, who being by me first duly sworn did state that he is the VICE PRESIDENT of Utah Power and Light Company, that the within and foregoing instrument was signed by authority of said corporation, and said ROBERT GORDON duly acknowledged to me that said corporation executed the same.

Ray A. Holmes, Jr.  
 Notary Public  
 Residing at: WEST VALLEY CITY, UT.



**359613**

RECORDED AT THE REQUEST OF  
Utah Power & Light  
 DATE DEC 5 1983 TIME 11:35 a.m.  
 BOOK 216 OF RECORDS PAGE 132 FEB 15 84  
 DONNA S. MCKENDRICK TOOLE COUNTY RECORDER  
 Toole County Recorder  
 DONNA S. MCKENDRICK

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**RECORDERS MEMORANDUM**

CLERKED \_\_\_\_\_  
 RECORDED \_\_\_\_\_  
 PROOF READ \_\_\_\_\_  
 PAGED { ABSTRACT \_\_\_\_\_  
 INDEX \_\_\_\_\_  
 GRANTOR ✓  
 GRANTEE ✓  
 NOTES MADE \_\_\_\_\_  
 REMARKS \_\_\_\_\_

1530

REC'D OF DEP  
 U.P. & L. CO.  
 KATHLEEN

JAN 4 12 50 PM '84

KATHLEEN L. DIXON  
 RECORDER  
 SALT LAKE COUNTY,  
 UTAH

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