

MOUNTAIN BELL/RIGHT OF WAY.  
250 BELL PLAZA ROOM 510-A  
SALT LAKE CITY UTAH 84111

R/W 79341

DEC 10 2 31 PM '85

KATHLEEN STANON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

REBECCA GRAY  
REBECCA GRAY

4174606

UTAH POWER & LIGHT COMPANY  
EASEMENT

UTAH POWER & LIGHT COMPANY, a Utah corporation, with its principal office located at 1407 West North Temple, Salt Lake City, Utah, GRANTOR, in and for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado Corporation, with it's principal business office located at 931 14th Street, Denver, Colorado 80202, its successors and assigns, GRANTEE, an easement and right of way to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described real property owned by Grantor located in Salt Lake County, State of Utah, to wit:

An easement six (6) feet in width described by a centerline with three (3) feet on each side as follows:

Commencing 1136.56 feet North and 213 feet West from the South Quarter corner of Section 16, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 95 feet; thence East 26 feet, more or less, to the west property line of Hydro Flame Corporation.

This easement is granted subject to the following restrictive conditions:

1. Grantee will not make any use of the easement herein granted which will be inconsistent with or interfere in any manner with Grantor's operation, maintenance, or repair of Grantor's existing installations or additional construction and installations constructed after the grant of this easement which crosses under and through the property herein described.

2. In the event the Grantee ceases to use for purposes of the communication facility the property described, this easement shall thereupon immediately terminate, and the Grantee will remove its installation and all associated auxiliary fixtures and restore the premises substantially to its original condition.

3. This easement is limited to the construction of the communication facility along the route described herein, and the installation of laterals, taps, or subfeeds from the communication facility will not be made without a separate easement.

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4. This easement does not preclude or prevent the Grantor from making use of, for its purposes, the land area over the communication facility. The Grantee will provide protection for its communication facility.

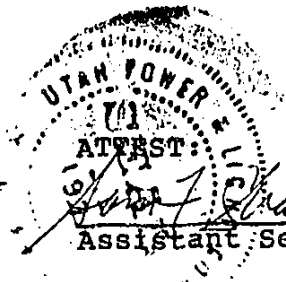
5. In the event it becomes necessary to relocate the communication facility to accommodate Grantor's use of its property, said facility will be relocated at no expense to Grantor and Grantor will provide a new alternate location and easement to accommodate the relocation of said facility.

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

WITNESS the hand of said Grantor this 26th day of November, 1985.

UTAH POWER & LIGHT COMPANY

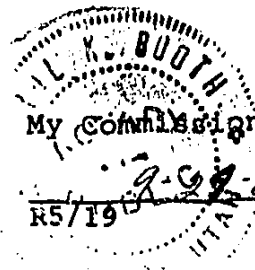
By Robert Gordon  
Vice President



Thomas W. Forsgren  
Assistant Secretary

STATE OF UTAH )  
                  : ss.  
COUNTY OF SALT LAKE )

On the 26th day of November, 1985, personally appeared before me, Robert Gordon and Thomas W. Forsgren and Sam J. Chamberlain, who being by me duly sworn did say that they are the Vice President and Assistant Secretary, respectively, of Utah Power & Light Company, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of the Board of Directors of Utah Power & Light Company and said Robert Gordon and Thomas W. Forsgren acknowledged to me that said corporation duly executed the same. Sam J. Chamberlain



My Commission Expires:

9-29-88  
R5/19

Carol K. Booth  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

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