

TRANS BF 11-97

Return to:

Claudia Conder  
Property Management Dept.  
1407 West North Temple  
Salt Lake City, Utah 84140

PN: W29230  
January 7, 1998

**RIGHT OF WAY EASEMENT**

For value received, United Park City Mines Company  
(Grantor) hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns (Grantee), an easement for a right of way 60 feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution, and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Summit County, State of Utah, more particularly described as follows:

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

Beginning on the north boundary line of the Grantor's land at a point 777 feet east, more or less, along the section line from the northwest corner of Section 1, T. 2 S., R. 4 E., S.L.M., thence S.52°07'E. 4361 feet, more or less, to the south boundary line of said land and being in Lots 3 and 4, the SE1/4 of the NW1/4 and the S1/2 of the NE1/4 of said Section 1, containing 6.01 acres, more or less.

Except from the above that portion of line over, across and/or upon U.S. Highway No. 40 rights of way; containing 0.81 of an acre, more or less.

Total area less road 5.20 acres, more or less.

Assessor's Map No. \_\_\_\_\_ Tax Parcel No. \_\_\_\_\_

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and



adjacent lands clear of all brush, trees, timber, structures and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor erect or permit the erection of any buildings or structures of any kind or nature, or place or use or permit any equipment or material of any kind that exceeds 12 feet in height, or light any fires, or place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for roads, agricultural crops and other purposes not inconsistent with the purposes for which this easement has been granted.

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.

Signed this 22<sup>nd</sup> day of June, 1998.

United Park City Mines Company  
by Hank Rothwell, President

#### REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH )  
County of Summit ) ss.

This instrument was acknowledged before me on JUNE 22, 1998, by  
HANK ROTHWELL as PRESIDENT  
of UNITED PARK CITY MINES.

Claudia Conder  
Notary Public  
My Commission Expires 22 July 1999

