

UG PHONE 4-97  
PN 11767USW  
05/01/97  
1 OF 3

R/W# 47135002UT  
9713502UT

00479804 8K01050 Pg00195-00198

**EASEMENT**

ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1997 JUN 02 09:25 AM FEE \$16.00 BY DMG  
REQUEST: PARAMOUNT DESIGNS INC

PacifiCorp, an Oregon Corporation, Grantor, in and for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys, to US WEST COMMUNICATIONS Inc., a Colorado corporation, its successors and assigns, GRANTEE, whose address is 250 Bell Plaza, Salt Lake City, Utah, a perpetual easement and right of way for the construction, operation, replacement, maintenance, and repair of such telecommunications facilities as Grantee may require upon, on, over, under and/or across a tract of land owned by Grantor located in Summit County, State of Utah, described as follows:

A right of way eight (8) feet in width, Westerly line of said easement more particularly described as follows:

Beginning at a point which is 1508.7 feet north; thence 1688.4 feet west; thence N 43° 58' 30" W along a boundary of Utah Power & Light Company property 475 feet; thence N 46° 01' 30" E along a boundary of Utah Power & Light Company property 458.5 feet, from the Southeast Corner of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence N 43° 58' 30" W 125 feet to end, situated in the County of Summit, State of Utah

Said easement is more particularly shown on Exhibit "B" attached hereto and made a part of.

Subject, however, to the right of the Grantor to require the relocation of said line, upon Grantor's property if the future use of the property by the Grantor requires such relocation.

Together with all right of ingress and egress for the purpose for which the above mentioned rights are herein granted.

This right of way and easement grant shall be binding upon and insure to the benefit of the successors and assigns

UG PHONE 4-97  
PN 11767USW  
05/01/97  
2 OF 3

R/W# 9713502UT  
9713502UT

of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

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 cross over, under and/or above the property herein described.

2. Grantee will not use or permit to be used on said easement construction cranes or other equipment having a boom or similar attachment which may come in contact with Grantor's overhead electric lines.

3. In the event the Grantee ceases to use for purposes of telecommunication facilities across the right of way described above, 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.

4. This easement is limited to the construction of telecommunication facilities along the route described herein and the installation of taps, or sub feeds from the said telecommunication facilities will not be made without a separate easement.

5. This easement does not preclude or prevent the Grantor from making use of, for its purposes, the land area over the telecommunication system. The Grantee will provide protection for said telecommunication facilities.

6. In the event it becomes necessary to relocate the telecommunication facilities to accommodate Grantor's use of its property, said telecommunication facilities will be relocated at no expense to the Grantor. The Grantor will provide a new, feasible location and easement to accommodate the relocation of said telecommunication facilities if feasibly possible.

7. 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

00479804 Bx01050 Pg00196

WTL/G:\97EASE\11767US

UG PHONE 4-97  
PN 11767USW  
05/01/97  
3 OF 3

R/W# 9713502UF  
9713502UF

equipment owned or controlled by Grantee and arising by reason of Grantee's use and occupation of the property pursuant to this easement.

8. The Grantee shall notify the Grantor prior to construction and obtain permission to begin work.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 5<sup>th</sup> day of May, 1997.m.v

PACIFICORP, an Oregon Corporation

Thomas W. Forsgren  
Vice President

STATE OF Utah  
COUNTY OF Salt Lake :SS

MW

On this 5<sup>th</sup> day of May, 1997, personally appeared before me, who being by me duly sworn did state that he/~~she~~ is a Vice President of PacificCorp, an Oregon Corporation, dba Utah Power & Light Company, and that the within and foregoing instrument was signed by authority of said corporation and said THOMAS W. FORSGREN duly acknowledged to me that said corporation executed the same.

00479804 Bk01050 Pg00197

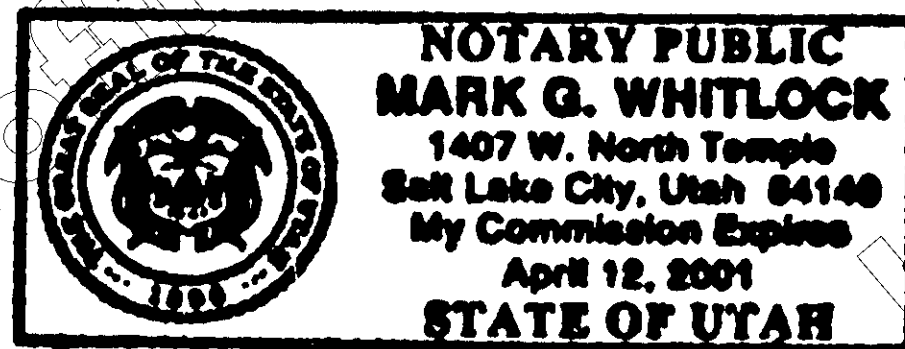
My Commission Expires:

4/12/2001

Mark Glen Whitlock  
Notary Public

Residing in: Salt Lake City, Utah

R/W# 9713501UT  
Job# 7268179 / Exchange: PARK CITY  
County: Summit / 1/4 Section: SE  
Section: 35; Township: 1 S; Range: 4 E



WTL/G:\97EASE\11767US

