

When Recorded, Return to:

PacifiCorp
Property Management Department
1407 West North Temple, Suite 320
Salt Lake City, UT 84116

ACCESS EASEMENT

PACIFICORP, an Oregon corporation, d.b.a. Utah Power & Light Company, ("Grantor") hereby quitclaims an access easement to Wilford J. Harris, Sr. and Joy K. Harris, their heirs, successors and assigns. The Access Easement is described as follows:

A parcel of land being part of an entire tract and situate in the Southeast Quarter of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah. The boundaries of said parcel are described as follows:

Beginning at an existing fence corner which is 1629.53 feet NORTH and 2285.09 feet WEST (Basis of Bearing is NAD 1927 State Plane Grid North) from the marked stone monumenting the Southeast corner of said Section 35 and running thence S.45°56'44"W 40.00 feet along said fence; thence N.44°05'27"W 97.43 feet to the northwesterly right of way line of UTAH POWER'S CORRIDOR; thence N.46°01'30"E 40.00 feet along said CORRIDOR; thence S.44°05'27"E 97.38 feet to the point of beginning. The above-described part of an entire tract contains 3896 square feet or 0.089 acre.

PART OF S-59 SILVER CREEK SUB STATION

16845/4089742

1. Grantee's Use.

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1.1 Grantee may not:

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REQUEST: FIRST AMERICAN TITLE CO UTAH

a. make any use of the Easement property that, in the sole opinion of Grantor, interferes with the operation, maintenance or repair of Grantor's existing electric facilities and improvements or any facilities or facilities or improvements that may in the future be constructed, added to, modified, or in any way altered;

b. construct or place any building or structure of any kind or nature (i.e., pavilions, restrooms, etc.), or place or allow to be placed any equipment or material of any kind within the Easement property without the express written consent of Grantor, which consent shall not be given for any such buildings or structures that exceed twelve (12) feet in height or streetlights and signs that exceed ten (10) feet in height;

c. store any flammable materials or allow any fires to be lit within the Easement property; or

d. alter ground elevations without Grantor' prior written consent. Such consent shall be based upon National Electric Safety Code clearance

standards or more stringent standards as may be imposed by Grantor, drainage concerns, the protection of Grantor's existing and future facilities and improvements, and any other reason Grantor deems reasonably necessary for the efficient and safe operation of Grantor's transmission lines.

1.2 Prior to making any improvements to the land or placing any structure within the Easement property, Grantee shall submit detailed plans and specifications to Grantor at least sixty (60) days in advance. Grantor reserves the right to deny or require modifications to such plans to ensure the improvements will not impair Grantor's facilities or uses of its property. All improvements shall be made in a good and workmanlike manner consistent with applicable building codes or other applicable governmental requirements.

1.3 Grantee shall not plant any species of trees or other vegetation that will grow to a height greater than twelve (12) feet and shall otherwise keep and maintain the Easement property clear of all brush, trees and timber that exceeds twelve (12) feet in height or any other vegetation that may endanger Grantor's facilities or improvements or that may impede Grantor's use and access of the Easement property for its utility operations. Grantee further agrees to plant within the Easement only those species of trees that are approved by Grantor. Grantor reserves the right to trim or remove any and all vegetation that, in its reasonable opinion, is causing a threat of harm to its facilities or improvements, all at Grantee's expense.

1.4 Grantee shall bear any and all costs and expenses for developing the Easement property for recreational uses which improvements shall be made in accordance with federal, state, and local laws. Any curb and gutter installed shall be high-back type and will contain a sixteen (16) foot curb cut on both sides of the road located at places designated by Grantor, which curb cuts shall be sufficient to allow the passage of Grantor's equipment and vehicles used for the repair, maintenance, and reconstruction of its facilities and installations. Roadway construction will be sufficient to support Grantor's vehicles and equipment.

1.5 Grantee will not use or permit to be used any cranes or other equipment having a boom or similar attachment which may come in contact with or within an unsafe distance of Grantor's overhead electric transmission and distribution lines or structures. Grantee will not excavate within twenty five (25) feet of Grantor's existing structures or make any other physical changes that will endanger Grantor's structures. All changes to existing grade, including excavation, must be approved in advance by Grantor.

1.6 Grantee shall comply with all applicable federal, state, and local laws and applicable codes and standards in connection with its use of the Easement.

2. Grantor's Use.

2.1 Grantor shall have the right to use the Easement property, without impairment or interference of any kind, for any use in connection with its electric utility operations. Moreover, Grantor may allow the Easement property to be used by others, without permission or notice to Grantee, for any purpose that does not unreasonably

interfere with Grantee's use, including the installation and use for communications equipment, pipelines, and other similar utility-related uses.

2.2 Grantor shall have the right to cross the Easement property with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon at any time and shall not be held liable for any damages caused to any facilities or improvements made by Grantor during Grantee's normal operations.

3. Reversion. Grantee or its affiliates own or control the right to use the land on both sides of the above described easement. The purpose of this grant of easement is to provide Grantee and its affiliates with access between these two adjacent parcels of land in connection with its towing operations. Grantee shall have the right to use the easement for access so long as Grantee and its affiliates shall own or control both of the adjacent parcels of land. In the event Grantee or its affiliates no longer owns or controls both of the adjacent parcels of land the purpose for which this easement was granted shall no longer be necessary and this easement shall terminate without further notice or conveyance.

DATED this 30th day of July, 2003.

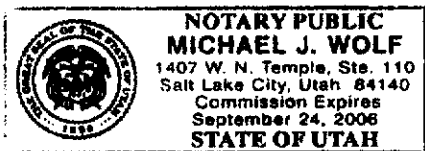
PACIFICORP, an Oregon corporation

By: *Ernie Wessman*
Vice President

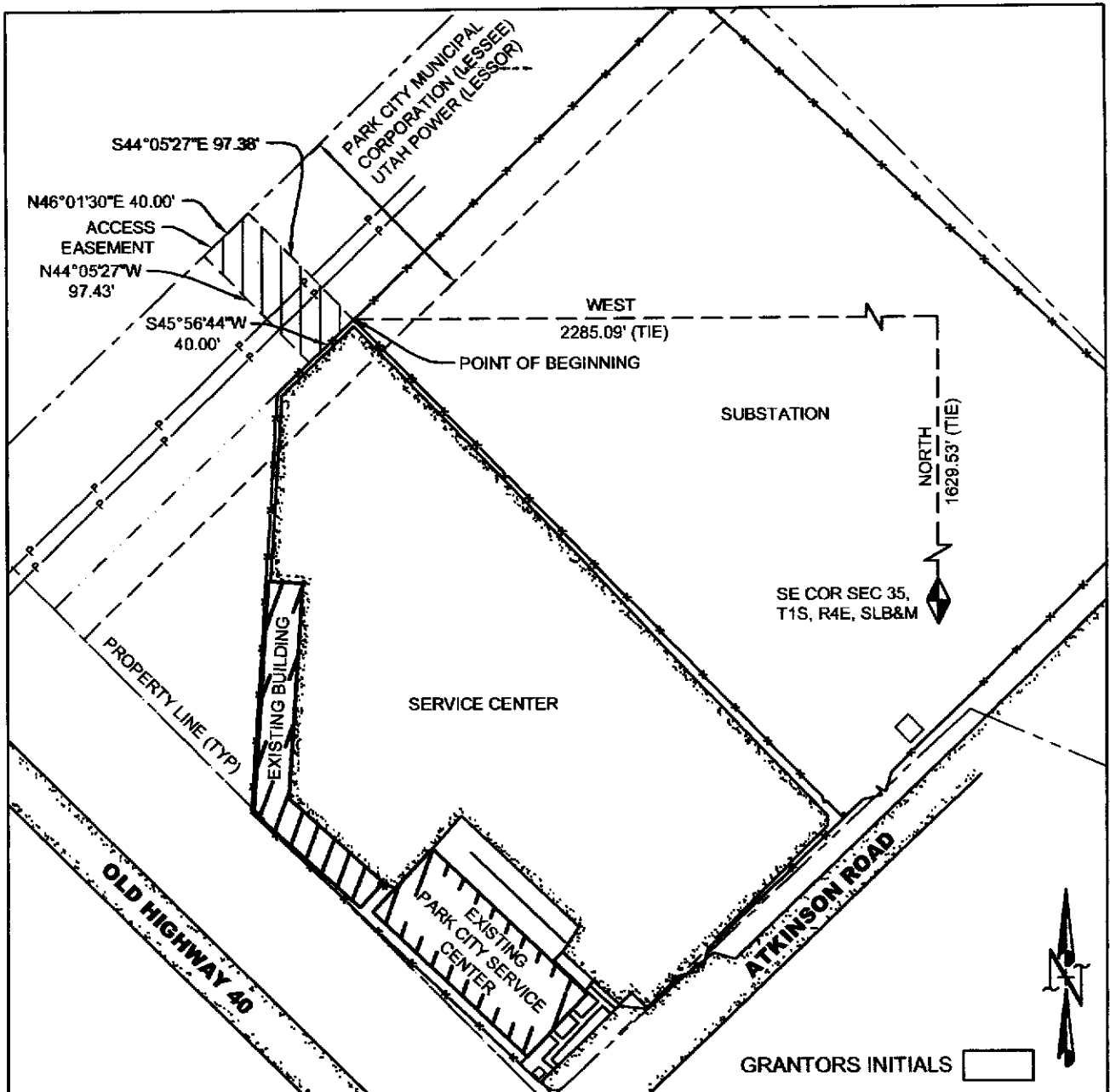
ACKNOWLEDGMENT

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

On this 30 day of July, 2003, personally appeared before me Ernie Wessman, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of PacifiCorp, an Oregon corporation, d.b.a. Utah Power & Light Company, and that the within and foregoing instrument was signed on behalf of PacifiCorp by actual authority.



Michael J. Wolf
Notary



EASEMENT DESCRIPTION:

An easement over property leased by UTAH POWER, ("Grantors"), situated in Section 35, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah, and being more particularly described as follows:

The portion of "Grantor's" land shown above (see easement document)

Contains: 0.089 acres, more or less, (as described)

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED.

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| REV 0 | DATE: 7/23/03 | DESC: PARK CITY SERVICE CENTER | BY: SAM | CHK: SB | APP: TWH |
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Electrical Consultants, Inc.
SALT LAKE CITY, UTAH

1416 South 600 West, Veeva Cross, UT 84007 (801) 230-9754

EXHIBIT "A"
EASEMENT THROUGH PROPERTY
LEASED BY UTAH POWER
SECTION 35, T.1.S., R.4E.
SALT LAKE BASE & MERIDIAN



SCALE 1"=200'