

212-1000

DEC 8 - 1971 9:36A  
Request of \_\_\_\_\_  
Fee Paid JERAD IN MARTIN  
Recorder, Salt Lake County, Utah  
\$ 11.50 by \_\_\_\_\_ Deputy  
Ref. \_\_\_\_\_

POLE LINE LICENSE

THIS LICENSE made and entered into this 24 day of September, 1971, by and between KENNECOTT COPPER CORPORATION, a corporation of the State of New York, as Licensor, and UTAH POWER AND LIGHT COMPANY, a corporation of the State of Maine, as Licensee.

WHEREAS, Licensee is desirous of constructing and maintaining a 138 kv electric transmission line over and across the property of Licensor; and

WHEREAS, it may become necessary from time to time to relocate all or portions of said electric transmission line due to requirements of Licensor's operations, and

WHEREAS, the parties now wish to establish the terms, provisions, limitations, restrictions and agreements, for the creation of said License;

NOW, THEREFORE, Licensor hereby grants to Licensee, a License to erect, install and maintain a 138 kv electric transmission line, consisting of six three-pole structures, 41 two-pole structures, and 25 guy anchors, with the necessary guys, stubs, cross-arm braces, and other attachments affixed thereto, on, under, upon and across, the premises of Licensor located in Tooele and Salt Lake Counties, across a tract of land 84 feet in width and being 42 feet each side of the following described center line:

Beginning at the West boundary line of the Grantors land at a point 1320 feet North, more or less, from the South one quarter corner of Section 8, Township 2 South, Range 4 West, Salt Lake Base and Meridian, thence North 89° 03' East 660 feet, more or less, thence North 56° 00' East 7235 feet to the North boundary fence of said land and being in the West 1/2 of the Southeast 1/4, and the Northeast 1/4 of the Southeast 1/4 of said Section 8, the Northwest 1/4 of the Southwest 1/4, the South 1/2 of the Northwest 1/4, the Northeast 1/4 of the Northwest 1/4 and

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the North 1/2 of the Northeast 1/4 of Section 9, Township and Range aforesaid. Containing 15.25 acres.

Beginning at the West boundary fence of the Grantors land at a point 789 feet North from the Southwest corner of Section 3, Township 2 South, Range 4 West, Salt Lake Base and Meridian, thence North 56° 00' East 4761 feet to the East boundary fence of said land and being in the West 1/2 of the Southwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 3. Containing 9.18 acres.

Beginning at the Northwesternly boundary line of the Grantors land at a point 1698 feet North and 1792 feet East, more or less, from the Southwest corner of Section 19, Township 1 South, Range 3 West, Salt Lake Base and Meridian, thence North 67° 30' East 625 feet, more or less, thence North 57° 24' East 3010 feet, thence North 81° 36' East 3945 feet, thence North 49° 51' East 1886 feet, thence North 53° 49' East 4566 feet, thence North 42° 11' East 2934 feet, thence North 20° 40' East, 1295 feet, more or less, to the Northeasterly boundary line of said land and being in the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southeast 1/4 and the South 1/2 of the Northeast 1/4 of said Section 19, the South 1/2 of the Northwest 1/4, the Northeast 1/4 of the Northwest 1/4, and the North 1/2 of the Northeast 1/4 of Section 20, the Southeast 1/4 of the Southeast 1/4 of Section 17, the West 1/2 of the Southwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, the West 1/2 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 16 and the Southeast 1/4 of the Southeast 1/4 of Section 9, Township and Range aforesaid. Containing 35.35 acres.

Except from the above that portion of line over, across, and/or upon Utah State Road, Union Pacific and Western Pacific Railroad rights-of-way.

1. The Licensee shall have full rights 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 line aforesaid.
2. This license shall be exercised by the Licensee in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by the Licensor of Licensor's property affected thereby, consistent with the practical use and occupancy thereof by the Licensee for the purposes herein stated.

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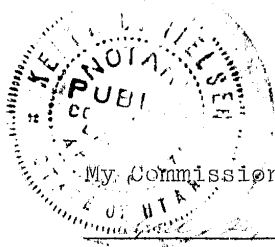
3. That Licensee shall pay to Licensor for the privilege of acquiring said License, the sum of \$44,835.00, which amount is to be paid upon execution of this License. That should there be any relocation required as more particularly set forth in paragraph 4 hereafter, Licensor shall reimburse the Licensee for that portion of the line required to be relocated off of Licensor's property at a rate of \$750.00 per acre of Licensor's ground which is no longer burdened by this License, multiplied by a figure to be ascertained by using the number of years said License has been in effect, subtracted from 50 years, as numerator, and 50 years as denominator. If the line is relocated on Licensor's property, Licensor shall reimburse the Licensee for the undepreciated cost of that portion of the line required to be relocated not to exceed \$44,835.00 in total reimbursement for said relocation(s).

4. Whenever, at any time, or from time to time hereafter, the operation or maintenance of said line herein described, or any portion thereof, shall interfere with any of the usual or ordinary operations of the Licensor, whether such operation or maintenance be actual or prospective, the Licensee shall, upon request from the Licensor, reconstruct said line, so as to avoid such interference. If the Licensee shall be unable so to do, the Licensor will endeavor to provide another reasonably adjacent location upon its premises to and upon which the Licensee may remove such line or portion thereof; and thereupon, this Agreement shall operate as a License to Licensee in respect to such relocated and reconstructed line on the terms and conditions herein set forth. If the Licensor shall be unable to furnish such other reasonably convenient location on its premises, the Licensee, with reasonable diligence and at its sole expense, shall remove such line, or portion thereof, from the premises of the Licensor, so as to avoid such interference, and in that event, this License as to the portion



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

On this 23 day of August, 1971, personally appeared before me J. P. O'Keefe, known to me to be the General Manager of Kennecott Copper Corporation, Utah Copper Division, who duly acknowledged to me that the foregoing instrument was executed on behalf of said Corporation.

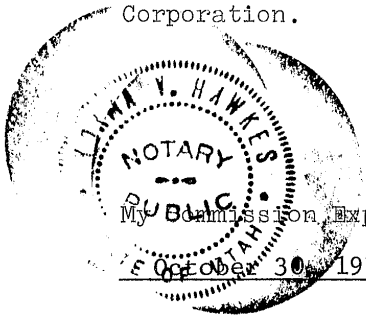


My Commission Expires: 24, 1975

J. P. O'Keefe  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

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

On this 24th day of September, 1971, personally appeared before me John S. Anderson, known to me to be the Vice President of Utah Power and Light Company, who duly acknowledged to me that the foregoing instrument was executed on behalf of said Corporation.



My Commission Expires: October 30, 1972

J. P. Hawkes  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah