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CLAUDIA CONDER  
UTAH POWER & LIGHT  
1407 W. North Temple, Suite 110  
Salt Lake City, Utah 84140

10/16/95 6190155 21.00  
1:33 PM  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH POWER & LIGHT  
REC BY: B GRAY DEPUTY - WI

EASEMENT

KENNECOTT UTAH COPPER CORPORATION, a corporation of the state of Delaware, as "Grantor", hereby conveys to PACIFICORP, a corporation of the state of Oregon, dba UTAH POWER & LIGHT COMPANY, its successors in interest and assigns, as "Grantee", for the sum of \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, an easement and right-of-way for the erection, operation and continued maintenance, repair, alteration, and inspection of electric transmission and distribution lines, communications circuits and associated facilities, and three (3) poles and six (6) guy anchors, with necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over and across Grantor's land located in Salt Lake County, Utah, described as follows:

A right-of-way 40 feet in width, being 20 feet on each side of the following described survey line:

Beginning at a new pole in an existing power line on the Grantor's land at a point 36 feet north and 347 feet west, more or less, from the south one quarter corner of Section 21, T. 3 S., R. 2 W., S.L.M., thence S. 37° 10' E. 199 feet, thence S. 12° 53' W. 33 feet on said land and being in the SE ¼ of the SW ¼ of said Section 21, and the NE ¼ of the NW ¼ of Section 28, Township and Range aforesaid; containing 0.21 of an acre, more or less.

Beginning on the north boundary line of the Grantor's land said north boundary line also being the south right of way line of 11800 South Street at a point 34 feet south and 105 feet east, more or less, from the north one quarter corner of Section 27, T. 3 S., R. 2 W., S.L.M., thence S. 0° 13' W. 3 feet, more or less, thence N. 89° 44' W. 180 feet, more or less, thence S. 1° 59' W. 55 feet, thence N. 85° 31' E. 47 feet on said land and being in the NW ¼ of the NE ¼ and the NE ¼ of the NW ¼ of said Section 27; containing 0.26 of an acre, more or less.

A right-of-way 10 feet in width, being 5 feet on each side of the following described centerline:

Beginning at a new pole in the first above described survey line on the Grantor's land at a point 36 feet north and 347 feet west, more or less, from the south one quarter corner of Section 21, T. 3 S., R. 2 W., S.L.M., thence N. 37° 10' W. 83 feet on said land and being in the SE ¼ of the SW ¼ of said Section 21; containing 0.02 of an acre, more or less.

Beginning at a new pole in the first above described survey line on the

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Grantor's land at a point 123 feet south and 227 feet west, more or less, form the north one quarter corner of Section 28, T. 3 S., R. 2 W., S.L.M., thence S. 37° 10' E. 80 feet on said land and being in the NE ¼ of the NW ¼ of said Section 28; containing 0.02 of an acre, more or less.

Beginning at a new pole in the second above described survey line on the Grantor's land at a point 37 feet south and 105 feet east, more or less, from the north one quarter corner of Section 27, T. 3 S., R. 2 W., S.L.M., thence S. 89° 44' E. 75 feet on said land and being in the NW ¼ of the NE ¼ of said Section 27; containing 0.02 of an acre, more or less.

Beginning at a new pole in the second above described survey line on the Grantor's land at a point 36 feet south and 75 feet west, more or less, from the north one quarter corner of Section 27, T. 3 S., R. 2 W., S.L.M., thence N. 89° 44' W. 75 feet on said land and being in the NE ¼ of the NW ¼ of said Section 27; containing 0.02 of an acre, more or less.

Beginning at a new pole in the second above described survey line on the Grantor's land at a point 91 feet south and 77 feet west, more or less, from the north one quarter corner of Section 27, T. 3 S., R. 2 W., S.L.M., thence S. 1° 59' W. 75 feet on said land and being in the NE ¼ of the NW ¼ of said Section 27; containing 0.02 of an acre, more or less.

This easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions and agreements, to-wit:

1. Grantee shall have full rights of ingress and egress for the purposes 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 aforesaid poles and guy anchors, and associated facilities.
2. The use of this property by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of this and other property of Grantor, consistent with the practical use and occupancy thereof by Grantee for the purposes above stated.
3. Grantee agrees to indemnify and save Grantor harmless against any an all loss and expense, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Grantor for damage because of bodily injuries, including death, at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in any manner connected with or growing out of the utilization of said easement by Grantee, whether or not such bodily injuries, death or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by statute, ordinance or regulation, on the part of Grantee, Grantor, employees or agents of any of them, or any other person or organization, but excluding

any liability caused by the gross negligence or the willful misconduct of Grantor.

4. This easement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

5. If at any time hereinafter, the operation or maintenance of said poles and guy anchors, and associated facilities as hereinabove described, or any portion thereof, shall interfere with any operations of Grantor, whether or not now in existence, Grantee shall, upon request from Grantor, reconstruct said poles and guy anchors, and associated facilities so as to avoid such interference. Cost of such relocation shall be borne by Grantor.

6. This Easement is accepted by Grantee, subject to all the foregoing terms and conditions, and Grantee agrees to fully comply with, perform, and carry out the same on its part.

IN WITNESS WHEREOF, Grantor and Grantee have caused this agreement to be executed this 3rd day of October, 1995.

Witness:

K. L. Hansen

Grantor  
KENNECOTT UTAH COPPER CORPORATION

By D. J. Priano R20  
Its Controller

Witness:

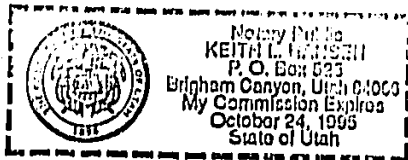
Claudia Card

PACIFICORP  
Grantee  
DBA UTAH POWER & LIGHT COMPANY

By Brian Sorenson  
Its ASSISTANT VICE PRESIDENT

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

The foregoing instrument was acknowledged before me this 3rd day of October, 1995, by D. J. Priano, Controller of KENNECOTT UTAH COPPER CORPORATION.



My Commission Expires:  
October 24, 1995

Keith L. Hansen  
NOTARY PUBLIC  
Residing at: Salt Lake County

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

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of OCTOBER, 1995 by BILL SAVAGE, ASSISTANT VICE PRES. of PACIFICORP an Oregon Corporation, dba UTAH POWER & LIGHT COMPANY.

Claudia Conder  
NOTARY PUBLIC  
Residing at: SALT LAKE

My Commission Expires:  
22 July 1999

