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MARK G. WHITLOCK  
RIGHT OF WAY & LAND ACQUISITIONS  
UTAH POWER & LIGHT COMPANY  
1407 West North Temple  
Salt Lake City, Utah 84140

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~~01/16/97 08:33 AM 12.00  
 RECORDER, SALT LAKE COUNTY, UTAH  
 NANCY WORKMAN  
 UTAH POWER & LIGHT  
 REC BY:P ANDERSON DEPUTY - WI~~  
 6589761  
 03/10/97 12:06 PM 14.00  
 RECORDER, SALT LAKE COUNTY, UTAH  
 NANCY WORKMAN  
 UTAH POWER & LIGHT  
 REC BY:B ROHE DEPUTY - HI

EASEMENT

KENNECOTT UTAH COPPER CORPORATION, a Delaware corporation, as "Grantor", hereby conveys to PACIFICORP, an Oregon corporation, 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, fiber optic cables and associated facilities, and nine (9) existing poles, one hundred twenty two (122) new poles, two (2) self supporting steel structures and thirty (30) guy anchors, with the necessary stubs, cross arms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across Grantor's land located in Salt Lake County, Utah, described as follows:

Beginning on the centerline of an existing 46 kV transmission line on the Grantor's land at a point 66 feet south and 113 feet west, more or less, from the north one quarter corner of Section 5, T. 1 S., R. 2 W., S.L.M., thence N. 89°51'14" W. 280.33 feet, more or less, thence S. 53°48' E. 66.13 feet, more or less, thence S.36°12' W. 10 feet, more or less, thence N. 53°48' W. 73 feet, more or less, thence S. 36°12'09" W. 45.0 feet, more or less, thence N. 51°59'01" W. 631.37 feet, more or less, thence N. 89°49'10" W. 14,864.34 feet, more or less, along a line which is parallel to and 35 feet perpendicularly distant southerly from a proposed 46 kV transmission line on said land, thence S.72°24' W. 1,104.43 feet, more or less, along a line which is parallel to and 29.6 feet perpendicularly distant southeasterly from said proposed 46 kV transmission line, thence S. 46°21'13" W. 1,040.53 feet, more or less, along a line which is parallel to and 29.6 feet perpendicularly distant southeasterly from a proposed 138 kV transmission line, thence S. 6°39'40" W. 89.92 feet, more or less, thence S. 43°35'44" W. 301.92 feet, more or less, thence S. 42°51'02" W. 2,929.98 feet, more or less, thence S. 46°56'27" W. 350.45 feet, more or less, thence S. 70°09'02" W. 84.37 feet, more or less, thence S. 41°49'20" W. 2,910.52 feet, more or less, along a line which is parallel to and 30 feet perpendicularly distant southeasterly from said proposed 138 kV transmission line on said land, thence S. 12°40'30" W. 462.55 feet, more or less, along a line which is parallel to and 20 feet perpendicularly distant easterly from said proposed 138 kV transmission line, thence S. 51°59'37" E. 18.85 feet, more or less, thence S. 38°00'23" W. 39.82 feet, more or less, thence S. 12°40'30" W. 40.18 feet, more or less, thence N. 64°39'30" W. 15.38 feet, more or less, thence S. 12°41' W. 69.75 feet, more or less, thence N 77°19' W. 10 feet, more or less, thence N. 12°41' E. 72.0 feet, more or less, thence N. 64°39'30" W. 15.37 feet, more or less, thence N. 12°40'30" E. 558.39 feet, more or less, along a line which is parallel to and 20 feet perpendicularly distant westerly from said proposed 138 kV transmission line, thence N. 62°45' W. 88.21 feet, more or less, to a point on the centerline of an existing 46 kV transmission line on said land, thence N. 42°21'02" E. 3,208.12 feet, more or less, and N. 42°48'13" E. 3,456.94 feet, more or less, along the centerline of said existing 46 kV transmission line, thence N. 47°11'47" W. 81.01 feet, more or less, to the southerly right of way line of Interstate Highway 80, thence along said southerly right of way line N. 46°00' E. 510.42 feet, more or less, thence Northeasterly along the arc of a 2,864.79 foot radius curve to the right 370.97 feet, more or less, (chord bears N. 51°47'27" E. 370.72 feet), thence Northeasterly along the arc of a 2,864.79 foot radius curve to the right 678.08 feet, more or less, (chord bears N. 62°16'53" E. 676.50 feet), thence N. 73°40' E. 397.94 feet, more or less, thence N. 79°40'29" E. 337.02 feet, more or less, thence N. 86°48'24" E. 536.71 feet, more or less, thence S. 88°40'59" E. 1,948.06 feet, more or less, thence N. 88°59' E. 1552.97 feet, more or less, thence S. 89°48' E. 9,131.69 feet, more or less, thence South 60.00 feet, more or less, thence S.89°48' E. 849.07 feet, more or less, thence N. 89°20'27" E. 230.00 feet, more or less, thence N. 88°52'28" E. 499.29 feet, more or less, thence S. 89°48' E. 259.02 feet, more or less, thence S. 53°47'52" E.

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817.50 feet, more or less, to the point of beginning, and being in Lot 3 of said Section 5, the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 32 and the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 31, T. 1 N., R. 2 W., S.L.M., the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 36, the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  and Lot 4 of Section 35, T. 1 N., R. 3 W., S.L.M., Lot 3, Lot 4 and the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 2, Lots 2 through 4, inclusive, the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 3 and the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 10, T. 1 S., R. 3 W., S.L.M.; containing 94.23 acres, more or less. Sidwell No's 14-05-100-001; 07-32-400-003; 07-31-300-002; 06-36-100-002; 06-35-376-001; 06-35-400-003; 13-02-300-001; 13-02-101-002; 13-03-400-002; 13-10-100-001.

07-32-400-003 07-31-300-002

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 necessary 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, 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 in the absence of negligence or willful misconduct on the part of Grantor, to indemnify and save grantor, its parents and affiliates, harmless against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon Grantor for (1) damage because of bodily injuries, including death, at any time resulting therefrom; (2) damage to property, sustained by any person or persons; (3) damages, costs or claims arising from or relating to actual or alleged environmental contamination or pollution or the actual or alleged violation of any current or future federal, state or local environmental law, regulation or ruling; or (4) any other loss or damage suffered or incurred by Grantee, its employees or agents, or any third party arising out of or in any manner connected with the existence or use of this easement (collectively), (1) - (4) are defined herein as "Liabilities". Grantee shall indemnify and save Grantor harmless from and against said liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part by violation or any duty imposed by a statute, ordinance or regulation on the part of Grantee, its agents, employees or any third parties. In addition, Grantee agrees to promptly repair or replace at its apportionate cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantee in the maintenance, operation, existence or use of said easement and such adjacent portions of Grantor's property as Grantee shall utilize from time to time.

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, 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, guy anchors, and associated facilities so as to avoid such interference. Cost of such relocation shall be born 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 20<sup>th</sup> Day of December, 1996.

Witness:  
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Grantor  
KENNECOTT UTAH COPPER CORPORATION

By W. J. Ri  
Its Controller

APPROVED AS TO FORM  
2006 12/20/96

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SK 7615PG0500

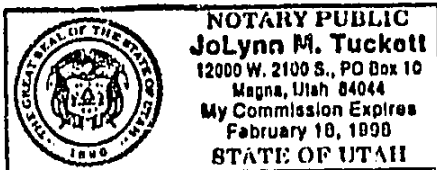
Grantee  
UTAH POWER & LIGHT COMPANY

Witness:

By Thomas W. Forsgren  
Its VICE PRESIDENT

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

The foregoing instrument was acknowledged before me this 20<sup>th</sup> Day of Dec., 1996, by D.J. Priano, Controller of KENNESOTT UTAH COPPER CORPORATION.

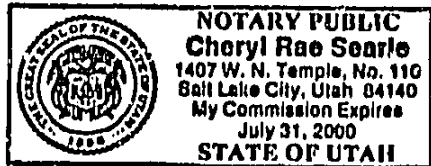


JoLynn M. Tuckott  
NOTARY PUBLIC  
Residing at: Salt Lake Co., UT

My commission Expires:  
Feb 10, 1998

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

The foregoing instrument was acknowledged before me this 21<sup>st</sup> Day of Feb, 1997, by Thomas W. Forsgren Vice President of PACIFICORP an Oregon Corporation, dba UTAH POWER & LIGHT COMPANY.



Cheryl Rae Searle  
NOTARY PUBLIC  
Residing at: Salt Lake Co., UT

My commission Expires:  
7-31-2000

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