

E32 UT CORP RE-6/90

Parcel No. 1012:32:R
Project No. M-1012(1)

April 7, 1993
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UTAH DEPARTMENT OF TRANSPORTATION

ROAD PROJECT
FOURTH FLOOR

ROADWAY EASEMENT

4501 SOUTH 2700 WEST

SALT LAKE CITY, UTAH 84119-5998

5535012
2105639

PACIFIC CORP, an Oregon Corporation, dba Utah Power & Light Company (successor in interest by merger to Utah Power & Light Company, a Utah Corporation), whose principal office is located at 201 South Main, Salt Lake City, Utah, 84140, GRANTOR, hereby CONVEYS and WARRANTS to the Utah Department of Transportation, at 4501 South 2700 West, Salt Lake City, Utah 84119, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement and right of way for the construction, operation, maintenance and repair of an access roadway incident to the construction of a highway known as Project No. 1012 in, on over and/or across the following described real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

Part of Lot 8 of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and more particularly described as follows:

Beginning in the easterly boundary line of said real property at a point 2555.95 feet north and 1753.9 feet west from the Southeast corner of said Section 2; thence S.89°41'22"W. 47.99 feet to a point 65.00 feet perpendicularly distant Southerly from the centerline of Office Revision of said project; thence N.83°35'19"W. 44.28 feet to a point 60.00 feet perpendicularly distant southerly from said centerline; thence S.74°56'00"W. 57.97 feet to a point 75.00 feet perpendicularly distant southerly from said centerline; thence S.86°12'17"W. 83.04 feet to the westerly boundary line of said entire tract; thence S.9°16'00"E. 42.39 feet along said westerly boundary line; thence N.84°59'48"E. 224.91 feet to the easterly boundary line of said entire tract; thence North 38.23 feet to the point of beginning. The above described part of an entire tract contains 9843 square feet or 0.226 of an acre.

This easement is granted subject to the following restrictive conditions:

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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 and above the property as herein described.

2. In the event a curb and gutter is constructed on the easement herein granted, said curb and gutter will be high-back type and will contain a 16-foot curb cut on both sides of the public roadway located at places designated by the Grantor, which curb cuts will permit passage of Grantor's equipment used for repair and maintenance of Grantor's electric transmission lines.

3. 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.

4. In the event Grantee ceases to use, for purposes of a public roadway, the property described by the easement, this easement shall thereupon immediately terminate with all rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.

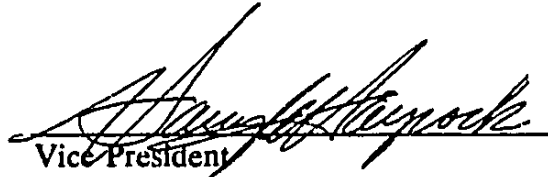
5. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.

6. It is also understood that Grantee shall 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 equipment owned or controlled by Grantee and arising by reason of Grantee's use and occupation of the property pursuant to this easement.

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IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 8th day of April, 1993.

PACIFICORP, an Oregon Corporation
dba Utah Power & Light Company


Vice President

STATE OF Utah
COUNTY OF Salt Lake :SS

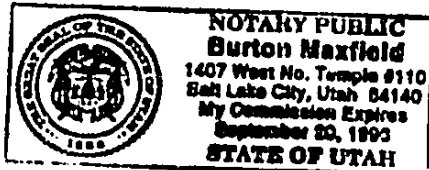
On the 8th day of April, 1993, personally appeared before me Harry A. Haycock, who being duly sworn did say that he is a Vice President of PACIFICORP, an Oregon Corporation, dba Utah Power & Light Company, and that the within and foregoing instrument was signed by authority of said corporation and said Harry A. Haycock duly acknowledged to me that said corporation executed the same.

My Commission Expires:

Sept. 20, 1996

Burton Maxfield
NOTARY PUBLIC
Residing at:

S.L. County



NO FEE

5535012
22 JUNE 93 10:21 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
UTAH STATE DEPT OF TRANSPORTATION
REC BY: DIANE KILPACK, DEPUTY