

5124044

Salt Lake R040
SS27606
5400 South 2700 West

RIGHT OF WAY EASEMENT
(Overhead)

See

5124044
10 SEPTEMBER 91 02:34 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
UTAH POWER & LIGHT
REC BY: REBECCA GRAY , DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned PHILLIPS 66 COMPANY, a Delaware corporation with an office at Bartlesville, Oklahoma, hereinafter referred to as "Grantor", does hereby grant unto PACIFICORP, an Oregon corporation, dba UTAH POWER & LIGHT COMPANY, whose principal place of business is 1407 West North Temple, Salt Lake City, Utah, hereinafter referred to as "Grantee", its successors and assigns, an easement and right of way for the construction, maintenance, operation, repair and replacement of electric transmission, telephone and telegraph lines upon, over and across the following described real property and premises situated in the County of Salt Lake, State of Utah, to-wit:

An easement twenty (20) feet in width, being ten (10) feet on each side of the following described centerline:

Beginning on the East boundary line of the Grantor's land at a point being N 0° 14' 53" W, 101 feet and S 89° 45' 07" W, 50 feet from South 1/4 corner of Section 9, T2S-R1W, County of Salt Lake, State of Utah, Salt Lake Base and Meridian;

Thence S 52° 19' W, a distance of 78 feet to the South boundary line of said land and being in the SE 1/4 of the SW 1/4 of said Section 9, containing 2,021 square feet.

together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with Grantee's use, occupation or enjoyment of this easement.

Grantee agrees to pay for any damages to said premises above described arising out of the exercise of the rights herein granted. Grantee agrees to indemnify and hold Grantor harmless of and from any liability for damages of whatsoever kind whether to persons or property arising out of or in connection with the exercise of Grantee of those rights granted herein.

Grantee further agrees to remove and relocate, at Grantor's expense, said power lines and appurtenances to an alternate location, or locations, designated and furnished by Grantor upon said premises at any time upon thirty (30) days notice in writing from Grantor to Grantee.

The easement, rights and rights of way granted herein shall continue so long as the same shall be used for the purposes above mentioned, and upon termination hereof, Grantee shall remove all of its property from said premises above described.

The terms, covenants and provisions hereof shall extend to and be binding upon Grantor and Grantee and their assigns and successors in interest.

EXECUTED this 10th day of September, 1991.

PHILLIPS 66 COMPANY

By [Signature]
Attorney-in-Fact

MARK G. WHITLOCK
UTAH POWER & LIGHT CO.
Property Services Dept.
1407 West North Temple, Rm. #274
Salt Lake City, Utah 84140

STATE OF OKLAHOMA)
)SS.
COUNTY OF WASHINGTON)

On this the 23rd day of August, 1991, before me Jay E. Conner

a Notary Public, personally appeared JOHN A. HOUSTON,
known to me to be the person whose name is subscribed as attorney-in-fact
for PHILLIPS 66 COMPANY, and acknowledged that he executed the same as the
act of his principal for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

May 25, 1993

Jay E. Conner
Notary Public

BK6354/re2174