

10321102

Return to:

Rocky Mountain Power
Attn: Lisa Louder
1407 W North Temple, Ste.110
Salt Lake City, UT 84116

PN: 10031004
RW: 20060031.1/SG

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01/11/2008 02:31 PM \$24.00
Book - 9558 Pg - 2300-2307 A-B
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
1407 W NORTH TEMPLE
SLC UT 84116-3171
BY: ZJM, DEPUTY - WI P.10p.

RIGHT OF WAY EASEMENT

OM Enterprises Company, a Utah corporation, as Grantor, hereby conveys to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors in interest and assigns, as Grantee, for the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, an easement and right of way for the construction, reconstruction, operation, maintenance, repair, replacement and removal of an overhead 138kV high-voltage electric power transmission line with attached distribution lines and all necessary or desirable accessories and appurtenances thereto ("Lines") including without limitation: supporting towers, poles, props, guys and anchor, on, under and across Grantor land located in SALT LAKE County, UTAH, more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof ("Easement Area"):

An easement across portions of Sections 14, 15, 22 and 23 all in Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. Said easement is 60.00 feet in width, 30.00 feet perpendicularly distant each side of the following described centerline, to wit:

Beginning at a point on the north right of way line of 11800 South Street which is 13.16 feet S.89°24'50"E along the section line and 40.00 feet N.00°35'10"W from the Southwest Corner of said Section 23 and running thence N.42°22'47"E 108.84 feet; thence N.00°34'29"E 2769.06 feet to a point from which the West Quarter Corner of said Section 23 bears 261.42 feet S.19°03'36"W; thence N.29°02'47"W 323.52 feet; thence N.00°34'34"E 2113.09 feet to the north line of said Section 22 from which the Northeast Corner of said Section 22 bears 80.00 feet S.89°25'26"E; thence continuing N.00°34'34"E 1979.71 feet; thence N.30°05'43"E 2239.28 feet; thence N.19°48'13"W 264.64 feet to an existing transmission power line and terminating, at which point the Northwest Corner of said Section 14 bears 1456.38 feet N.39°01'24"W. The above-described easement contains 587,884 square feet or 13.496 acres.

Affecting Assessor Parcel No(s): 26-22-400-004; 26-23-300-003;
26-23-100-005; 26-14-100-007; 26-14-100-005.

1. The uses of the Easement Area shall be limited to those set forth above in the granting clause above. The Lines shall be constructed, reconstructed, maintained, repaired and replaced in accordance with the design and/or construction standards attached hereto as Exhibit "B" attached hereto and by this reference made a part hereof.

2. Promptly after construction of the Lines, Grantee shall reasonably restore all areas impacted by construction of the transmission line by grading the property with a ripper, or some other method reasonably acceptable to Grantor, but restoration shall not include seeding or planting impacted areas. Grantee shall reclaim or repair all areas impacted by subsequent maintenance, repair or replacement of the Lines by promptly grading the area to approximate its original contour, re-vegetating the area with appropriate plant material and/or repairing or replacing any hardscaping or other improvements disturbed or damaged by Grantee.

3. The use of the Easement Area by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Easement Area and other property of Grantor, consistent with the practical use and occupancy thereof by Grantee for the purposes above stated. Grantee agrees that Grantor, Grantor's employees, agents, invitees, lessees and assigns may use the Easement Area for any purpose that does not materially interfere with Grantee's use and enjoyment of the Easement as provided for herein. Without limiting the generality of the foregoing, after the initial installation of the Lines, Grantor shall be entitled to construct, operate, maintain, repair and replace roadways, walkways, alleys, trails, parks and related improvements within the Easement Area, and to transfer or dedicate such improvements and associated rights to any public or private entity authorized to hold them; provided, however, that Grantor shall not dedicate to a public entity as part of a public roadway any portion of the Easement Area upon which the structural elements of the Lines described in Exhibit "B" are then located at or below surface grade. Following initial construction of the Lines, any relocation or substantial alternation of the dimensions of the structural elements described in Exhibit "B" at or below surface grade shall not interfere with the improvements described above or other improvements constructed by Grantor consistent the provisions of this paragraph.

4. 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, or replacements necessary for the full operation and maintenance of the aforesaid Lines. When feasible, Grantee shall use existing roads to access the Lines; otherwise access shall at locations to be agreed upon by Grantor and Grantee.

5. Grantee agrees to indemnify and save Grantor, its parents, subsidiaries and affiliates, and its and their directors, officers, employees or and agents (the "Grantor Indemnified Parties") 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 a Grantor Indemnified Party arising out of or in any manner connected with the existence, construction, use, maintenance, repair, alteration, or inspection of the Lines, including liability and claims for (1) damage because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including without limitation Grantee's employees or the employees of

Grantee's contractors or subcontractors; (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 a Grantee Indemnified Party (collectively, (1)-(4) are defined herein as "Liabilities"). Grantee shall indemnify and save the Grantor Indemnified Parties harmless from and against said Liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute, ordinance or regulation, on the part of a Grantee Indemnified Party, Grantor, or any third parties, but excluding any Liabilities caused by the sole negligence or the willful misconduct of a Grantor Indemnified Party. In addition, Grantee agrees to promptly repair or replace at its 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 the Easement.

6. If at any time hereinafter, the operation or maintenance of said Lines 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 Lines on other land provided by Grantor so as to avoid such interference. In such event, Grantee shall execute a recordable document releasing this Easement Agreement as to the abandoned portion of the Easement Area, and Grantor shall grant Grantee an easement on the land upon which the relocated Line is to be constructed on terms and conditions similar to those contained in this Right of Way Easement. Cost of such reconstruction shall be borne by Grantor.

7. This Right of Way Easement shall be terminated if it is not used for the above stated purpose for a continuous period of one year.

8. This Right of Way Easement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Grantee shall not assign, transfer, lease, license or otherwise encumber the Easement Area or the other rights granted herein without the prior written consent of Grantor, which consent may be withheld for any reason at the sole discretion of Grantor. Any assignment, transfer, lease, license or other encumbrance of this Easement or the other rights granted herein shall be made subject to the terms and conditions set forth herein and only upon the express assumption by the assignee, transferee or encumbrances of the covenants contained herein.

9. Grantee accepts the Easement Area in "as is" condition. Grantor makes no representations or warranties concerning the physical condition of the Easement Area or its suitability for Grantee's intended purpose. The easement hereby granted is subject to (i) all matters of record; (ii) other existing private, public and utility easements, if any; (iii) roads and highways, if any; (iv) drainage ditches, feeders, laterals, drain tile, pipes or other conduit, if any; (v) zoning laws and ordinances; and (vi) all matters (including but not limited to encroachments) which would be disclosed by an accurate survey and/or physical inspection of the Easement Area.

10. The 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 21st day of December, 2007.

Grantor:


OM Enterprises Company,
a Utah corporation

By: 

Its: President

Grantee:

PacifiCorp,
an Oregon corporation d/b/a Rocky Mountain Power

By: 

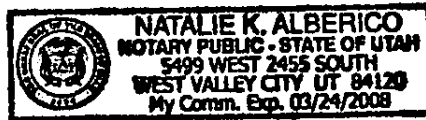
Its: A. Richard Walje, president

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26 day of December, 2007, by W. Don Whyte as President of OM Enterprises Company, a Utah corporation.

Natalie K. Alberico
NOTARY PUBLIC
Residing at:

My Commission Expires: 3/24/2008

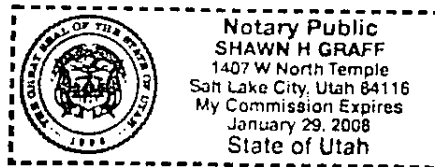


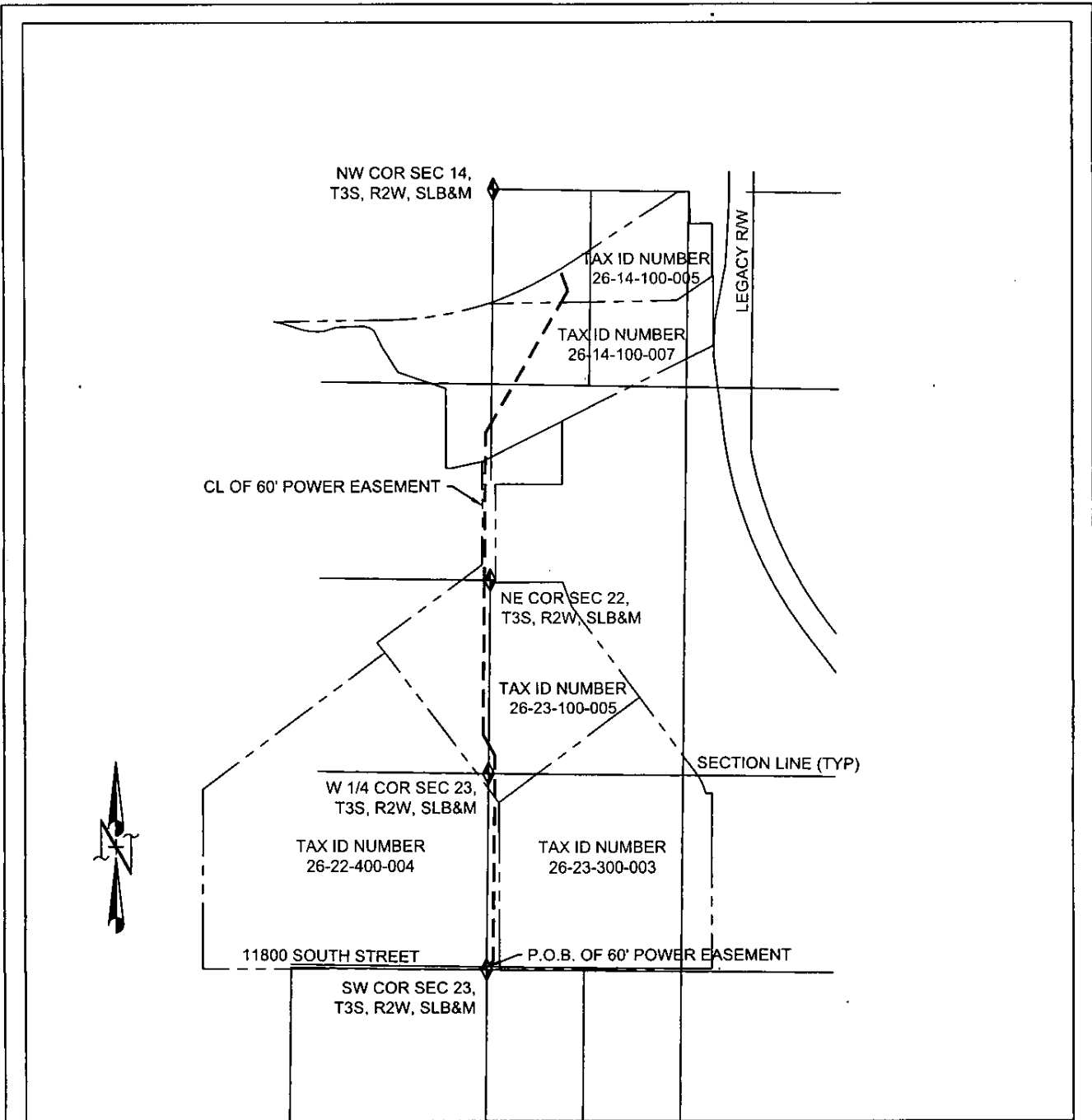
STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21 day of December, 2007, by A. Richard Walje as President of PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power.

NOTARY PUBLIC
Residing at: *Salt Lake County*

My Commission Expires: 1-19-08





EASEMENT DESCRIPTION:

An easement over property owned by KENNECOTT., ("Grantors"), situated in Sections 14, 15, 22, & 23, Township 3 South, Range 2 West, Salt Lake Base & Meridian, Salt Lake County, Utah, and being more particularly described as follows:

The portion of "Grantor's" land shown above (see easement document)

Contains: 13.496 acres, more or less, (as described)

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

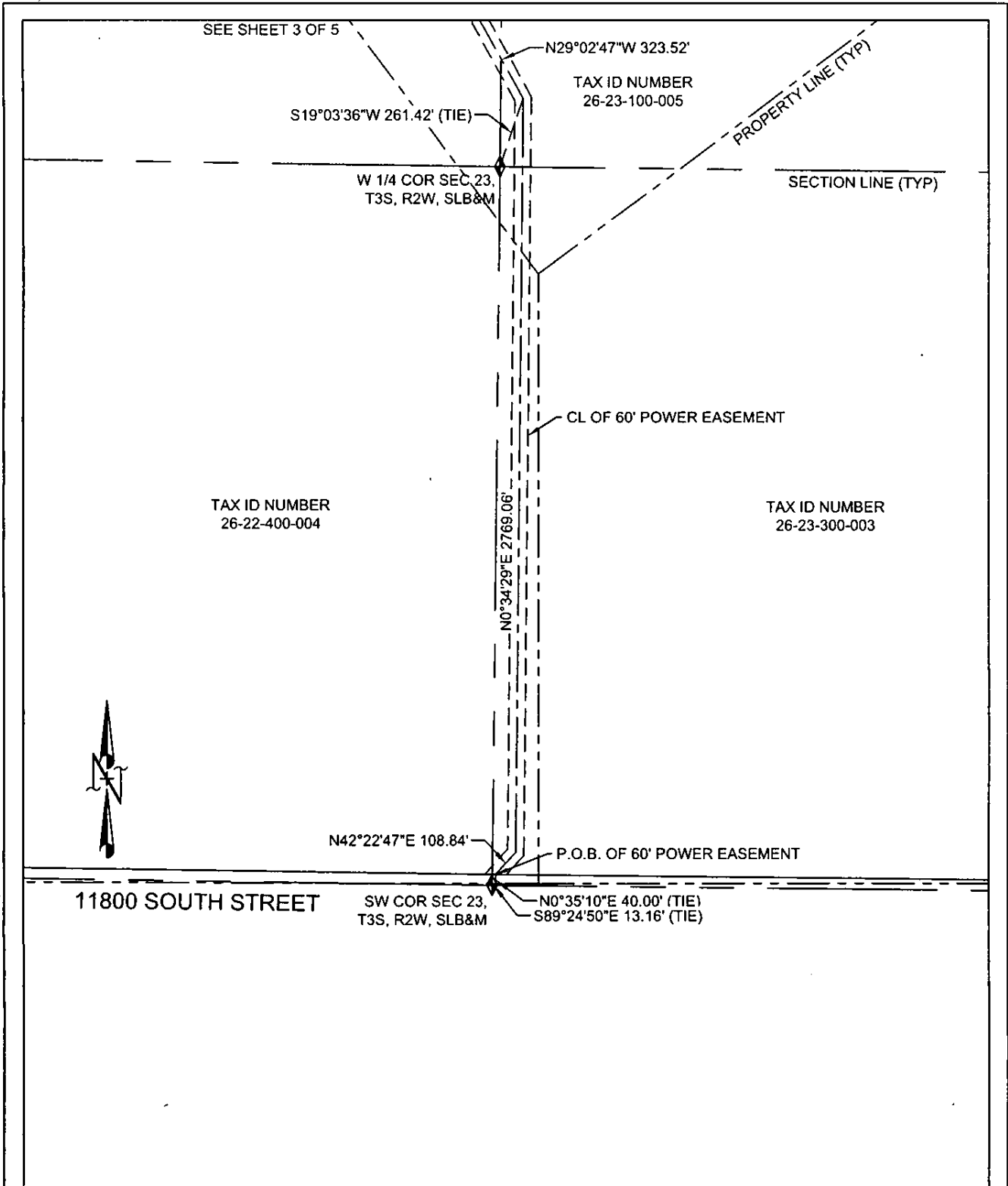
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| REV 0 | DATE: 12/5/07 | DESC. KC-187 HERRIMAN TRANSMISSION | BY SAM | CHK JH | APP SB |
|-------|---------------|------------------------------------|--------|--------|--------|

TEC ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
1410 South 600 West Woods Cross, UT 84087 (801) 292-9954

EXHIBIT "A"
SHEET 1 OF 5
THROUGH KENNECOTT PROPERTY
SECTIONS 14, 15, 22, & 23, T.3 S., R.2 W.
SALT LAKE BASE & MERIDIAN

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

SCALE 1"=2000'



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

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| REV 0 | DATE: 12/5/07 | DESC. KC-187 HERRIMAN TRANSMISSION | BY SAM | CHK JH | APP SB |
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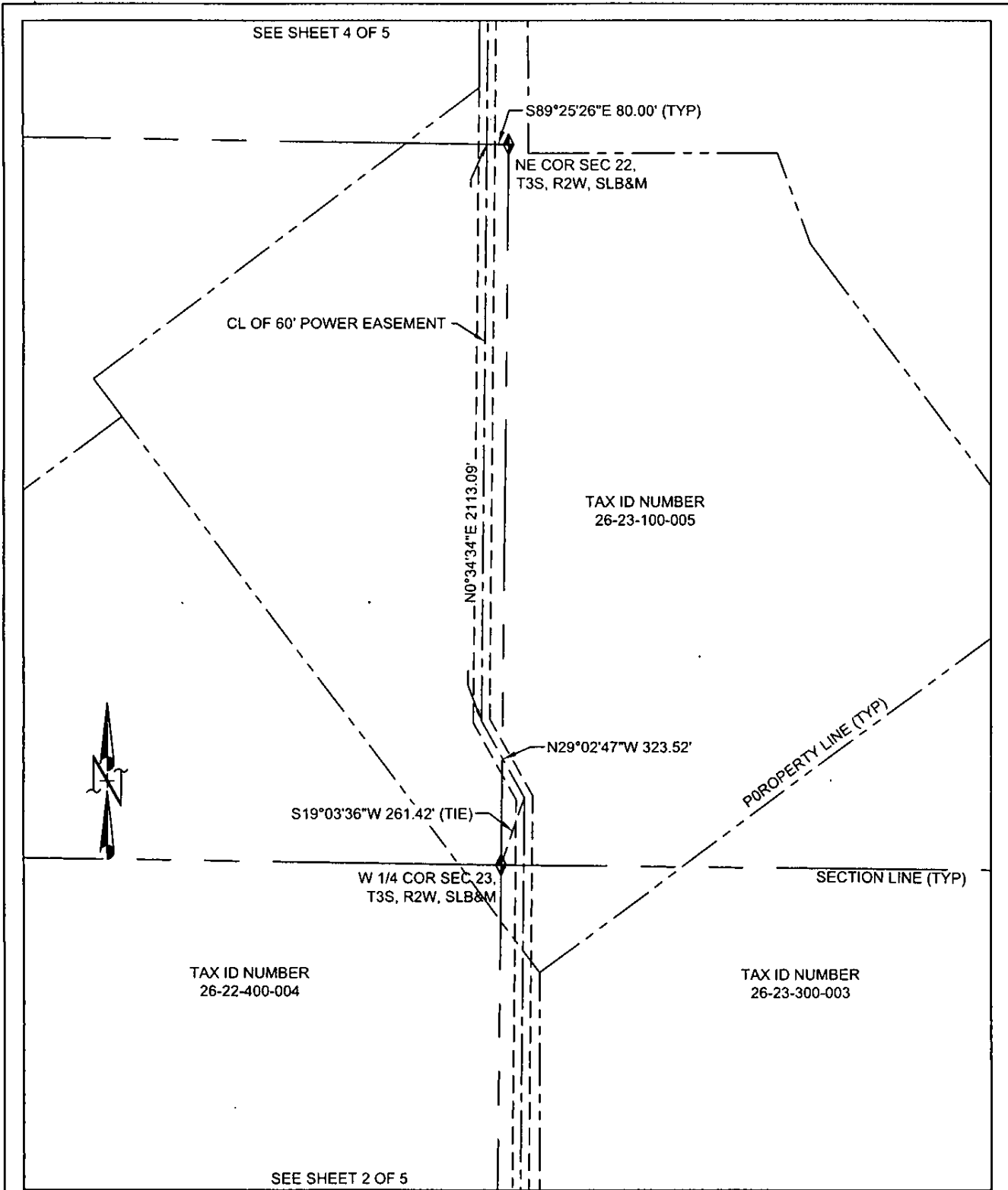
TEC ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH

1410 South 600 West Woods Cross, UT 84087 (801) 292-9954

EXHIBIT "A"
SHEET 2 OF 5
THROUGH KENNECOTT PROPERTY
SECTIONS 14, 15, 22, & 23, T.3.S., R.2.W.
SALT LAKE BASE & MERIDIAN

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

SCALE 1"=500'



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| REV 0 | DATE: 12/5/07 | DESC. KC-187 HERRIMAN TRANSMISSION | BY SAM | CHK JH | APP SB |
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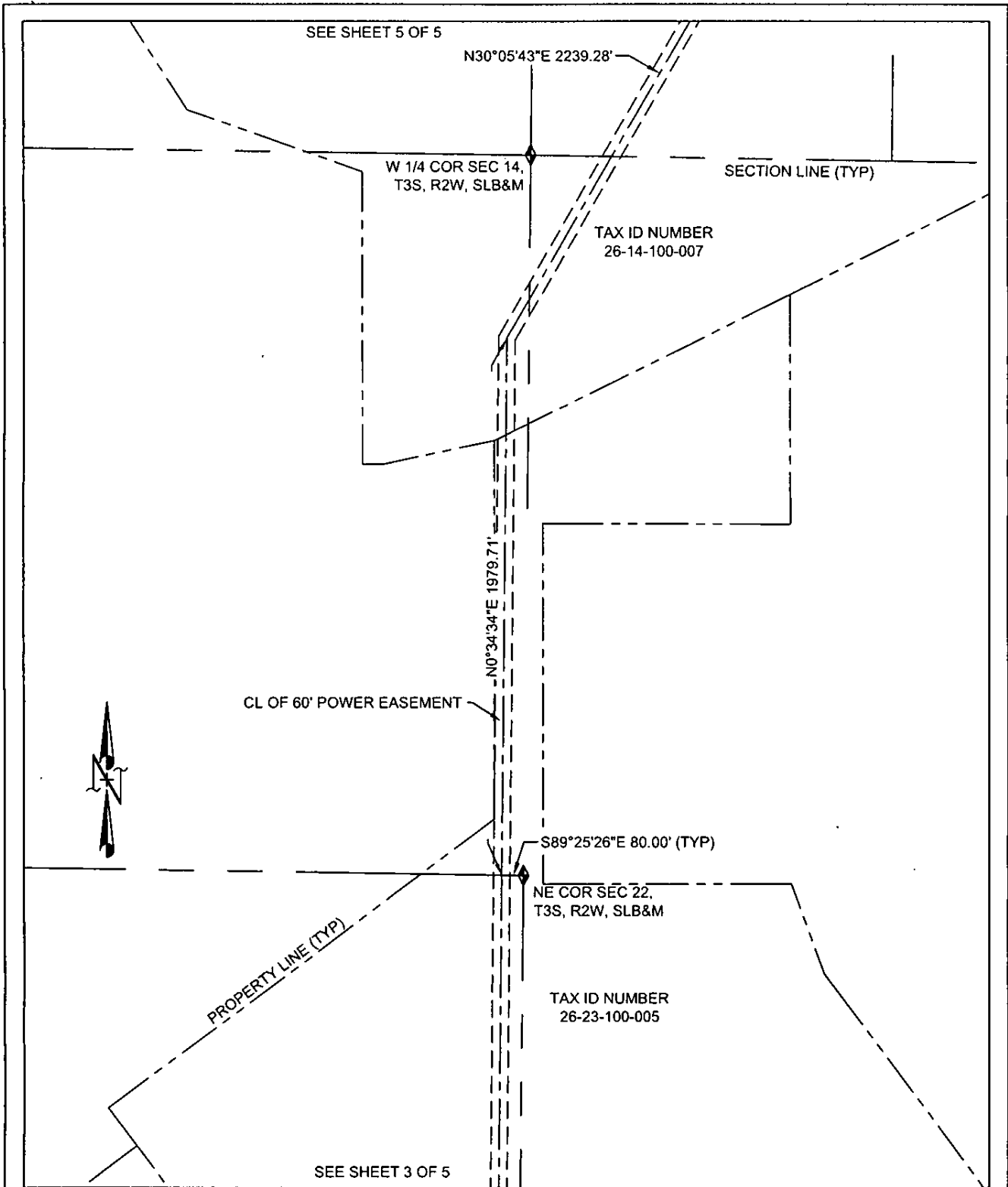
ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH

1410 South 600 West Woods Cross, UT 84087 (801) 252-9954

EXHIBIT "A"
SHEET 3 OF 5
THROUGH KENNECOTT PROPERTY
SECTIONS 14, 15, 22, & 23, T.3 S., R.2.W.
SALT LAKE BASE & MERIDIAN

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

SCALE 1"=500'



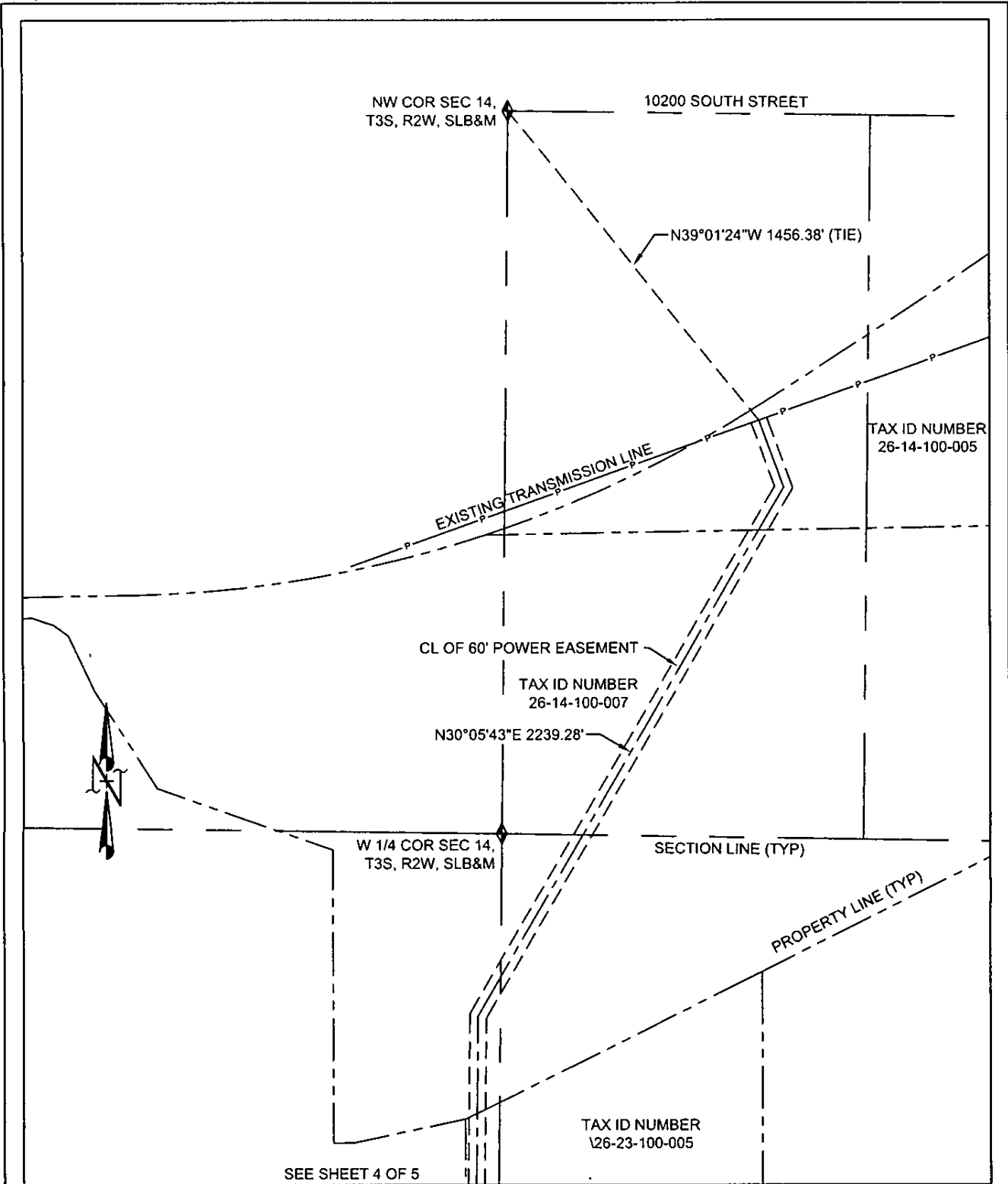
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ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
1410 South 600 West Woods Cross, UT 84087 (801) 292-9954

EXHIBIT "A"
SHEET 4 OF 5
THROUGH KENNECOTT PROPERTY
SECTIONS 14, 15, 22, & 23, T.3.S., R.2.W.
SALT LAKE BASE & MERIDIAN

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP
SCALE 1"=500'



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ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH

1410 South 600 West Woods Cross, UT 84087 (801) 292-9954

EXHIBIT "A"
SHEET 5 OF 5
THROUGH KENNECOTT PROPERTY
SECTIONS 14, 15, 22, & 23, T.3 S., R.2 W.
SALT LAKE BASE & MERIDIAN

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

SCALE 1"=500'