

Return to:
Terry Anderson
PacifiCorp
Property Management Dept.
NTO Suite 110
1407 West North temple
Salt Lake City, Utah 84140

October 5, 1999

RC: _____ WO: _____ RW 9930802UT
ROW File No: _____ AMERICAN FORK
826M213

RIGHT OF WAY EASEMENT

For value received, PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantor"), in and for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to U.S. West Communications, a Colorado corporation, with its principal business office located at 431 26th Street, Room 209, Ogden, Utah 84401, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain, and remove such telecommunications facilities, and electrical facilities, and appurtenances, from time to time, as Grantee may require on, over, under and/or across the following described real property owned by Grantor located in Utah County, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

A right of way 6 feet in width, being 6 feet south and adjacent to the following described north boundary line of the Grantor's land:

Beginning at a point on the west line of Block 14, Plat "A", American Fork City Survey, said point being North 0°31'00" East 106.00 feet from the Southwest corner of Block 14, Plat "A", thence running North 0°31'00" East along said west line 95.30 feet to a point on the South line of American Fork City Property; and the true point of beginning of said easement: Thence running South 89°29'00" East (along the south line of American Fork City Property) 100 feet to the point of said easement, situated in Utah County, State of Utah.

APPROVED AS
TO DESCRIPTION
DPS

Assessor's Map No. _____ Tax Parcel No. 02-027-0019

1. Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstruction. Grantee shall be responsible for all damage caused to Grantor arising from Grantees' exercise of the rights and privileges herein granted.

2. 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, under and/or above the property herein described.
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. At no time shall Grantor place, store or permit to be stored any equipment, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.
5. This easement does not preclude or prevent the Grantor from making use of, for its purposes, the land area over the telecommunication facility. The Grantor will provide protection for the telecommunication facility.
6. In the event it becomes necessary to relocate the telecommunications facility to accommodate Grantor's use of its property, said telecommunications facility will be relocated at no expense to the Grantor. The Grantor will provide a new, feasible location and easement to accommodate the relocation of said telecommunications facility.
7. It is also understood that Grantee shall defend and indemnify and hold harmless the Grantor from and against liability, damage, loss, cost and expenses, including attorney's fee, 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.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns; and this easement shall terminate if and when Grantee shall have

abandoned all use of the right of way and no longer has any future need therefor.

IN WITNESS WHEREOF, the Grantor has cause its corporate name to be hereunto affixed by its duly authorized officer this 12th day of OCTOBER, 1999

U S West Communication, Inc.

PACIFICORP, an Oregon Corporation
Dba Utah Power & Light Company

Accepted By:

Michael Johnson

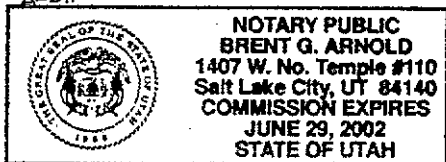
William Stett
Vice President

Its: MANAGER / RIGHT OF WAY

STATE OF UTAH)

County of UTAH)ss.

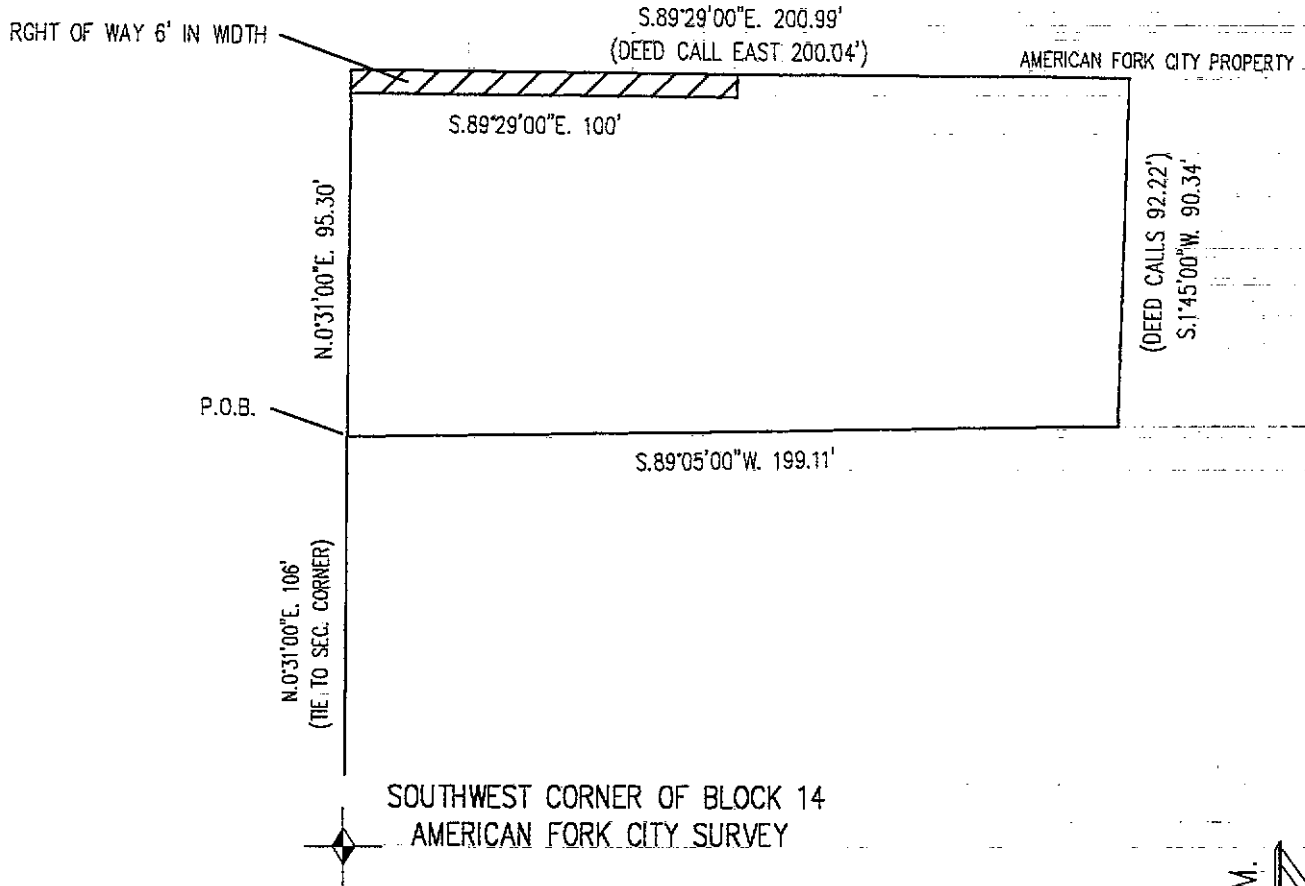
On the 12th day of OCTOBER, 1999, personally appeared before me WILLIAM L PATTERSON who being by duly sworn did say that he/she is a ^{ASST.} Vice President of PacificCorp, an Oregon Corporation, and that the within and foregoing instrument was signed by authority of said Vice President duly acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

My commission expires: June 29, 2002

Residing at: Salt Lake City



DATE: OCTOBER 5, 1999

SPONSOR: TERRY ANDERSON

SURVEYED BY: N/A

DRAWN BY: D. T. Boyd

CHECKED BY: TERRY ANDERSON

PLOT SCALE: 1 = 1

DAN\DWG\INTERMOUNTAIN.DWG

EXHIBIT "A"
U. S. WEST COMMUNICATIONS, INC.
RIGHT OF WAY AT 81 EAST MAIN STREET
CROSSING PROPERTY OWNED BY PACIFICORP IN
AMERICAN FORK, UTAH COUNTY, UTAH

APPROVAL
RONALD G. OLSEN

RGO

SUPERVISOR RIGHT OF WAY DESIGN



CENTRAL AND SOUTHEASTERN AREA

SCALE: 1 IN. = 50 FT.

SHEET 1 OF 1

WO-01591543

REV.