

~~PLATTED~~ ~~ENTERED~~ VERIFIED
MAY 20 1991

E# 1143434 BK1502 PG0127
DOUG CROFTS, WEBER COUNTY RECORDER
20-JUN-91 1102 AM FEE \$14.00 DEP MH
REC FOR: PACIFICORP

12-3-84

UTAH POWER & LIGHT COMPANY
POLE LINE EASEMENT

KIMBERLY-CLARK CORPORATION, a corporation of the State of Delaware, as "GRANTOR," hereby grants, warrants and conveys to UTAH POWER & LIGHT COMPANY, a corporation of the State of Utah, its successors in interest and assigns, with its principal place of business located at 1407 West North Temple, Salt Lake City, Salt Lake County, State of Utah, as "GRANTEE," for the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, an easement and right-of-way for the erection, operation, and continued maintenance, repair, alteration, inspection, relocation, and replacement of overhead electric transmission and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces, and other attachments affixed thereto for the support of said circuits, on, over and across real property located in Weber County, Utah, said easement being more particularly described as follows: 17-041-0075, 11-020-0022, 17-005-0012 ✓

Beginning on the westerly boundary line of the Grantor's land at a point 85 feet north and 45 feet west, more or less from the southwesterly corner of Lot 43, Plat "C", Weber Industrial Park, thence S.80°34'E. 80 feet, more or less, thence S.73°59'E. 751.6 feet, thence S.89°20'E. 1246.4 feet, thence N.53°39'E. 195.8 feet, more or less, on said land and being in said Lot 43 in Lot 1 of Section 1, T.6 N., R.2 W., S.L.M., and in Lots 3 and 4 of Section 6, T.6 N., R.1 W., S.L.M., containing 2.09 acres, more or less.

A right of way 10 feet in width, being 5 feet on each side of the following described center line:

Beginning in the above described survey line on the Grantor's land at a point 75 feet north and 30 feet east, more or less, from the south-westerly corner of Lot 43, Plat "C", Weber Industrial Park, thence N.12°43'30"E. 60 feet on said land and being in said Lot 43 in Lot 1 of Section 1, T.6 N., R.2 W., S.L.M., containing 0.01 of an acre, more or less.

Beginning in the first above described survey line on the Grantor's land at a point 660 feet south and 2 feet east, more or less, from the northwest corner of Section 6, T.6 N., R.1 W., S.L.M., thence S.8°20'30"W. 68 feet on said land and being in Lot 4 of said Section 6, containing 0.02 of an acre, more or less.

Beginning in the first above described survey line on the Grantor's land at a point 620 feet south and 1255 feet east, more or less, from the northwest corner of Section 6, T.6 N., R.1 W., S.L.M., thence S.89°20'E. 72 feet on said land and being in Lot 4 of said Section 6, containing 0.02 of an acre, more or less.

Beginning in the first above described survey line on the Grantor's land at a point 620 feet south and 1255 feet east, more or less, from the northwest corner of Section 6, T.6 N., R.1 W., S.L.M., thence S.53°39'W. 51 feet on said land and being in Lot 4 of said Section 6, containing 0.01 of an acre, more or less.

Total acreage 2.15 acres, more or less.

This easement is granted subject to the following terms and provisions:

1. The Grantee shall have reasonable rights of ingress and egress for the purpose of doing all necessary construction and of making any and all repairs, alterations,

replacements, additions, or extensions necessary for the full operation and maintenance of the lines aforesaid. Grantee shall utilize the rights of ingress and egress granted hereunder in accordance with Grantor's established site security and access limitation procedures, as far as is reasonably possible, and except in cases of emergency, Grantee shall utilize the rights granted pursuant to this easement only during normal business hours and after reasonable notice to Grantor. Notice to Grantor shall be deemed "reasonable" if Grantee notifies Grantor's security guard at the premises.

2. Grantee shall further have the right to cut and remove timber, trees, brush, overhanging branches, and other obstructions which may interfere with Grantee's construction, operation, or maintenance of the transmission and/or distribution lines to be placed on the property made subject to this easement.

3. Grantor expressly reserves the right to use the easement property specified hereunder for any and all purposes not inconsistent with the rights granted Grantee hereunder. Without limiting the generality of the foregoing, Grantor, after notification to Grantee, shall have the express right to construct and maintain paved roads, rail lines, parking area, street lights, sprinkler systems, fences, and signage on, over, and across the easement property. The use of the subject property by the Grantee shall further be in a manner calculated

to cause the least inconvenience to the ownership, use, and enjoyment by the Grantor of this and other property of the Grantor, consistent with the practical use and occupancy thereof by the Grantee for the purposes above stated.

4. Grantee will 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.

5. This easement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

6. The easement and rights of access granted hereunder shall be effective as of the date signed by both parties and shall extend for so long a period of time as Grantee, or its successor, provides electric service to Grantor or its successor, assign or lessee using the transmission and distribution lines to be constructed by Grantee on the easement property. Upon termination of such electric service, and upon notice to Grantee by Grantor, all rights granted hereunder shall automatically revert to Grantor or its successor in interest.

7. This easement is accepted by the Grantee, subject to all the foregoing terms and conditions and the Grantee agrees to fully comply with, perform, and carry out the same on its part.

IN WITNESS WHEREOF, Grantor and Grantee caused this instrument to be executed on this 15th day of December, 1984.

ATTEST:

Janet A. Jensen
DATE: December 15, 1984

GRANTOR
KIMBERLY-CLARK CORPORATION

By W. R. Ransom
W. R. Ransom
Vice President-Special Projects

ACCEPTED BY:
GRANTEE
UTAH POWER & LIGHT COMPANY

By R. D. White RC
Vice President

DATE: MAY 15, 1991

APPROVED BY:

Alan V. Wapner
UTAH POWER'S DIVISION
ENGINEER

STATE OF WISCONSIN)
 : SS
 COUNTY OF WINNEBAGO)


On this 15th day of December, 1984, personally appeared before me WILLIAM R. RANSOM, who being by me duly sworn, did state that he is the Vice President-Special Projects of the North American Consumer Products Company, a part of Kimberly-Clark Corporation, a Delaware corporation, and that the within and foregoing instrument was signed by authority of said corporation, and said WILLIAM R. RANSOM duly acknowledged to me that said corporation executed the same.

Helene Johnson
 NOTARY PUBLIC
 Residing at:
Neenah, Wis.

My Commission Expires:
May 8, 1988

STATE OF UTAH)
 : SS
 COUNTY OF Washington

On the 14th day of May, 1984, personally appeared before me, Richard C. Westberg, who being by me duly sworn did say that he is the Vice President of Utah Power & Light Company, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of the board of directors of Utah Power & Light Company and said Richard C. Westberg acknowledged to me that said corporation executed the same.

 NOTARY PUBLIC
 ANITA A. NORIEGA
 2484 Washington Blvd.
 Ogden, Utah 84402
 My Commission Expires
 June 5, 1992
 STATE OF UTAH

Anita A. Noriega
 NOTARY PUBLIC
 Residing at:
Ogden, Utah

My Commission Expires:
June 5, 1992