

BURTON D. MAXFIELD  
Right of Way Representative  
UTAH POWER & LIGHT CO.  
1849 West North Temple, Suite 2, 115  
Salt Lake City, Utah 84116

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Rebecca Gray  
REBECCA GRAY

UTAH POWER  
DEP

NOV 12 11 21 AM '86

KATHLEEN L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

4347892

POLE LINE LICENSE

THIS LICENSE, made and entered into this 7<sup>th</sup> day of November, 1986, by and between KENNECOTT CORPORATION, a corporation of the State of New York, as "LICENSOR", and UTAH POWER & LIGHT COMPANY, a corporation of the State of Utah, as "LICENSEE".

WHEREAS, Licensee is desirous of constructing, reconstructing, operating, maintaining and repairing (an electric transmission, distribution and communications circuit), over and across property of the Licensor in Salt Lake County, State of Utah, and

WHEREAS, it may become necessary from time to time to relocate or remove all or portions of said electric transmission, distribution and communications circuit to suit requirements of Licensor's operations, and

WHEREAS, the parties now wish to establish the terms, provisions, limitations, restrictions and agreements, for the creation of said License;

NOW, THEREFORE, Licensor hereby grants to Licensee, a License for a term of 25 years to install and maintain an electric transmission, distribution and communications circuit together with twelve poles and guy anchors with necessary attachments thereto, along a tract of land 10.0 feet in width and having the following described centerline:

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Beginning at an existing pole on Licensor's land at a point 32 feet south and 194 feet west, more or less, from the northeast corner of Section 21, T.3 S., R.2 W., S.L.M., thence N.27°44'E. 377.8 feet, thence N.17°17'E. 300 feet, thence N.9°24'E. 325 feet, thence N.0°22'E. 301.10 feet, thence N.7°15'W. 1410.1 feet, thence N.49°53'E. 170.5 feet, thence N.7°17'W 584.4 feet on said land and being in the NE 1/4 of the NE 1/4 of said Section 21, and the W 1/2 of the SW 1/4, the SW 1/4 of the NW 1/4 of Section 15, and the E 1/2 of the SE 1/4 of Section 16.

Except from the above, that portion of said line over, across or upon the Highway No. 111 right-of-way.

1. The Licensee shall have full rights of ingress and egress, for the purpose of doing all construction, making inspections or any and all repairs, alterations, replacements, additions or extensions necessary for the full operation and maintenance of the said line.

2. This License shall be exercised by the Licensee in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by the Licensor of Licensor's property affected thereby, consistent with the practical use and occupancy thereof by the Licensee for the purposes herein stated.

3. That Licensee shall pay to Licensor for the privilege of acquiring said License, the sum of \$10.00, which amount is to be paid upon execution of this License.

4. Whenever, at any time, or from time to time hereafter, the operation or maintenance of said electric transmission and distribution circuit as herein described, or any portion thereof, shall interfere with any of the usual or ordinary operations of the Licensor, whether such operation or maintenance

be actual or prospective, the Licensee shall, upon request from the Licensor, reconstruct said line at Licensee's sole expense so as to avoid such interference. If the Licensee shall be unable to do so, the Licensor will endeavor to provide another reasonably adjacent location upon its premises to and upon which the Licensee may remove such line or portion thereof; and thereupon, this Agreement shall operate as a License to Licensee in respect to such relocation and reconstructed line on the terms and conditions herein set forth. If the Licensor shall be unable to furnish such other reasonably convenient location on its premises, the Licensee, with reasonable diligence and at its sole expense, shall remove such line, or portion thereof, from the premises of the Licensor, so as to avoid such interference, and in that event this License as to the portion of said line which shall be so removed from the Licensor's premises shall terminate. If the Licensee shall fail to effect the removal of such line or portion thereof, so interfering as aforementioned, the Licensor may effect such removal at the expense of the Licensee, and the Licensee shall pay the Licensor on demand, the cost of such removal; such removal shall be effected by the Licensor with as little interruption in the electric service over such line as may be reasonably practical.

5. Licensee agrees to indemnify and save Licensor 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 Licensor for damage because of bodily injuries, including death, at any time resulting

therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in any manner connected with, or growing out of the utilization of said right-of-way by Licensee, whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute or ordinance or regulation, on the part of the Licensee, Licensor, employees or agents of any of them, or any other person or organization, but excluding any liability caused by sole negligence or willful misconduct of Licensor.

6. Expressly, excepting, reserving, and specifically subject to a perpetual easement, right, and privilege on the part of Licensor, its successors, lessees, licensees and assigns, at any time and all time hereafter to discharge through the medium of the air upon each and every portion of said lands any and all gases, particulates, dusts, dirt, fumes, and other substances and matter which may be released, given or thrown, or blown off, emitted or discharged in the course of, or by, or through the existence or operation of each or all of the smelting plants, reduction works, mills, refineries, power plants, manufactories, tailing deposits and other works or factories which are now or which may hereafter at any time be established or operated by Licensor, its successors, lessees, licensees, or assigns, or any of them.

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7. This License shall enure and be binding upon the parties thereto, their successors and assigns.

8. This License is accepted by the Licensee, subject to all the foregoing stipulations, and the Licensee agrees to fully comply with, perform and carry out each and all said stipulations on its part, according to the intent and meaning thereof.

IN WITNESS WHEREOF, Licensor and Licensee have caused this instrument to be executed the day first above written.

WITNESS:

W. Or

KENNECOTT CORPORATION  
Utah Copper Division

By

Burton Whiter

cc  
ECT

Its Vice President and  
General Manager

WITNESS:

Burt Maguire

By

Robert Jordan

Its

Vice Pres

Title

BOR: 5839 REG: 422