

Return To:
W. K. WARE
Utah Power & Light Company
Cadastral Engineering
P. O. Box 899
Salt Lake City, Utah 84110

4349477

POLE LINE EASEMENT

Kennecott Corporation, a corporation of the State of New York, as "GRANTOR," hereby conveys to Utah Power & Light Company, a corporation of the State of Utah, its successors in interest and assigns, as "GRANTEE," for the sum of \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, a perpetual easement and right-of-way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation, and replacement of overhead electric transmission, distribution and communications 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 land located in Salt Lake County, Utah described as being five feet on each side of the following described survey line:

Beginning at an existing distribution line on Grantor's land at a point South 25 feet and East 210 feet, more or less, from the Northwest corner of Section 20. Township 3 South, Range 2 West, Salt Lake Base and Meridians, thence North $89^{\circ} 54'$ East 10,192.0 feet; thence South $22^{\circ} 47'$ East 80 feet; thence South $2^{\circ} 04'$ East 420.5 feet to the southeasterly boundary fence of said land, being within the North half of the North half of said Section 20, and within the North half of the North half of Section 21 of said Township and Range.



Excepting from the above description, that portion of said line over, across and/or upon county road right-of-way.

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This easement is granted on and subject to the following terms, conditions, provisions, limitations, restrictions, and agreements to-wit:

1. The Grantee shall have full right of ingress and egress for the purpose of doing all construction and of making any and all repairs, alterations, replacements, additions, or extensions necessary for the full operation and maintenance of the lines aforesaid.

2. The use of this property by the Grantee shall 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.

3. Grantee agrees to indemnify and save Grantor 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 Grantor 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 Grantee, 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

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statute or ordinance or regulation, on the part of the Grantee, Grantor, 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 Grantor.

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

5. Expressly, excepting, reserving, and specifically subject to a perpetual easement, right, and privilege on the part of Grantor, 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 Grantor, its successors, lessees, licensees, or assigns, or any of them.

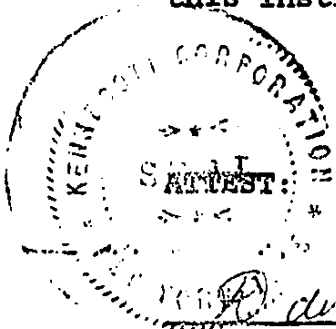
6. Whenever, at any time, or from time to time hereinafter, the operation or maintenance of said electric transmission and distribution circuits as herein described, or any portion thereof, shall interfere with any of the usual or ordinary operations of Grantor, whether such operation or maintenance be actual or prospective, Grantee shall, upon request from Grantor, reconstruct said line so as to avoid

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such interference. Reasonable cost of such relocation shall be borne by Grantor. If Grantee shall fail to effect the removal of such line or portion thereof, so interfering as aforementioned, the Grantor may effect such removal with as little interruption in the electric service over such line as may be reasonably practical. Should any portion of the hereinabove described line be relocated on Grantor's lands, Grantor will immediately grant an easement on similar terms hereto and Grantee shall immediately file a release of the easement effected by said change.

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 have caused this instrument to be executed this 15th of Nov., 1985.



GRANTOR
KENNECOTT CORPORATION

By [Signature] 26
Its Vice President



GRANTEE
UTAH POWER AND LIGHT COMPANY

By [Signature]
Its Vice President

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KATIE L. DEWITT
RECORDS
SALT LAKE COUNTY
UTAH

NOV 14 10 11 AM '85

UTAH POWER
DEPT
Rebecca Grant
REBECCA GRANT

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On this 9th day of October, 1985, personally appeared before me J. Burgess Winter, who being by me duly sworn, did state that he is the Vice President of Kennecott Corporation, a New York corporation, and that the within and foregoing instrument was signed by authority of said corporation, and said J. Burgess Winter duly acknowledged to me that said corporation executed the same.

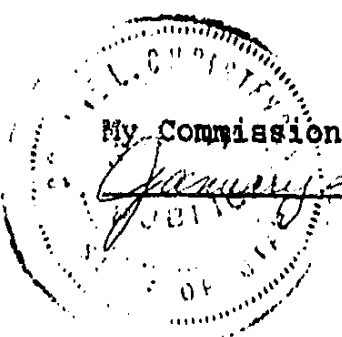


My Commission Expires:
May 14, 1988

Jan. B. Winter
NOTARY PUBLIC
Residing at: Salt Lake City

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On this 15th day of November 1985, personally appeared before me Robert Henderson, who being by me duly sworn, did state that he is the Vice President of Utah Power and Light Company, and that the within and foregoing instrument was signed by him on behalf of said Corporation, and said Robert Henderson duly acknowledged to me that said corporation executed the same.



My Commission Expires:
January 23, 1988

Connie F. Christensen
NOTARY PUBLIC
Residing at: Salt Lake County
Utah

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