

BURTON D. MAXFIELD
Right of Way Representative
UTAH POWER & LIGHT CO.
1009 West North Temple, Suite B, 115
Salt Lake City, Utah 84116

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
UTAH POWER AND LIGHT
REC BY: EVELYN FROGGET, DEPUTY

POLE LINE EASEMENT

Kennecott Corporation, a corporation of the State of Delaware, 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 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 land located in Salt Lake County, Utah described as follows:

PARCEL No. 1

A 60-foot wide right-of-way being 30 feet on each side of the following described center line:

Beginning in an existing power line on Grantor's land at a point 111 feet North and 1261 feet East, more or less, from the Southwest Corner of Section 32, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence South 6°40' West 3148 feet; thence South 12°27' West 578 feet to the face of an existing substation rack on said land.

PARCEL No. 2

A 60-foot wide right-of-way being 30 feet on each side of the following described center line:

Beginning in an existing power line on Grantor's land at a point 112 feet North and 1322 feet East, more or less, from the Southwest Corner of Section

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32, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence South 6°40' West 3092 feet; thence South 14°31' West 647 feet to the face of an existing substation rack on said land.

PARCEL No. 3

An 80-foot wide right-of-way being 40 feet on each side of the following described center line:

Beginning in Parcel No. 1 at a point 98 feet North and 1274 feet East, more or less, from the Southwest Corner of said Section 32; thence North 41°46' West 98 feet on said land.

PARCEL No. 4

An 80-foot wide right-of-way being 40 feet on each side of the following described center line:

Beginning in Parcel No. 2 at a point 98 feet North and 1334 feet East, more or less, from the Southwest Corner of said Section 32; thence North 41°46' West 96 feet on said land.

PARCEL No. 5

A 10-foot wide right-of-way being 5 feet on each side of the following described center line:

Beginning in Parcel No. 2 at a point 320 feet South and 980 feet East, more or less, from the West One Quarter Corner of Section 5, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence South 79°24'30" East 156.5 feet on said land.

PARCEL No. 6

A 60-foot wide right-of-way being 30 feet on each side of the following described center line:

Beginning on the face of Grantor's Grinding Mill Substation at a point South 1000 feet and East 410 feet, more or less, from the West One Quarter Corner of said Section 5; thence North 11°04' East 442 feet; thence South 68°58' West 2823 feet; thence South 17°10' West 2583 feet; thence South 0°09' East 977 feet to the face of Grantor's new Copperton Substation rack on said land.

PARCEL No. 7

A 90-foot wide right-of-way being 45 feet on each side of the following described center line:

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Beginning in Parcel No. 6 at a point 565 feet South and 500 feet East, more or less, from the West One Quarter Corner of said Section 5; thence North 40°01' East 105 feet on said land.

PARCEL No. 8

A 120-foot wide right-of-way being 60 feet on each side of the following described centerline:

Beginning in Parcel No. 6 at a point 1050 feet North and 505 feet East, more or less, from the South One Quarter Corner of Section 6, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence North 46°56' West 95 feet on said land.

PARCEL No. 9

A 30-foot wide right-of-way being 25 feet Northerly and 5 feet Southerly of the following described centerline:

Beginning in Parcel No. 6 at a point 1420 feet South and 273 feet West, more or less, from the North One Quarter of Section 7, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence North 81°29'30" West 70.5 feet on said land.

PARCEL No. 10

A 60-foot wide right-of-way being 30 feet on each side of the following described centerline:

Beginning at Grantor's property line at a point 309 feet North, more or less, from the Southeast Corner of Section 8, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence North 75°50' West 2553 feet, more or less, thence North 63°11' West 6244 feet; thence South 6°12' West 829 feet to the face of the new Copperton Substation on said land.

PARCEL No. 11

A 112-foot wide right-of-way being 59 feet Easterly and 53 feet Westerly of the following described centerline:

Beginning in Parcel No. 10 at a point 940 feet North and 170 feet East, more or less, from the South One Quarter Corner of said Section 8; thence South 20°29'30" West 77.5 feet on said land.

PARCEL No. 12

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A 70-foot wide right-of-way being 30 feet Southwesterly and 40 feet Northeasterly of the following described centerline:

Beginning in Parcel No. 10 at a point 1130 feet North and 2515 feet East, more or less, from the West One Quarter Corner of Section 7, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence North $28^{\circ}29'30''$ West 86.5 feet on said land.

PARCEL No. 13

A 10-foot wide right-of-way line being 5 feet on each side of the following described centerline:

Beginning at the North boundary line fence of Grantor's land at a point South 35 feet and East 1095 feet, more or less, from the Northwest Corner of Section 16, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence South $7^{\circ}08'$ West 49 feet on said land.

PARCEL No. 14

A 30-foot wide right-of-way line being 15 feet on each side of the following described centerline:

Beginning on the East boundary line of Grantor's land at a point 200 feet South 750 feet East, more or less, from the North One Quarter Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence South $69^{\circ}30'$ West 3060 feet, more or less, to the Southeasterly right-of-way line of the Denver and Rio Grande Western Railroad.

PARCEL No. 15

A 30-foot wide right-of-way line being 15 feet on each side of the following described centerline:

Beginning on the Northerly boundary line of Grantor's land at a point 1605 feet South and 379 feet West, more or less, from the Northeast Corner of Section 15, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence South $69^{\circ}30'$ West 181 feet, more or less, thence South $89^{\circ}07'$ West 145 feet, more or less, on said land.

PARCEL No. 16

A 10-foot wide right-of-way line being 5 feet on each side of the following described centerline:

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Beginning in Parcel No. 15 at a point 1670 feet South and 545 feet West, more or less, from the Northeast Corner of said Section 15; thence South 10° 41' 30" East 65 feet on said land.

PARCEL No. 17

A 30-foot wide right-of-way line being 15 feet on each side of the following described centerline:

Beginning on the East boundary line of Grantor's land at a point South 1690 feet, more or less, along the one quarter section line from the North One Quarter Corner of Section 15, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence South 89° 07' West 2625 feet, more or less, to the West boundary fence of said land.

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,

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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 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.

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6. Whenever, at any time, or from time to time hereinafter, the operation or maintenance of said electric transmission and distribution circuits as here-in-above 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 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 12th day of January, 1987.

ATTEST:

D P Rubin

GRANTOR
KENNECOTT CORPORATION

By Burgess Whitaker
Its Vice President and General
Manager

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GRANTEE
UTAH POWER & LIGHT COMPANY

TEST:
John W. Ferguson

By Robert Gordon
Its Vice President

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

On this 12th day of January, 1987, personally appeared before me D. P. deBrier, who being by me duly sworn, did state that he is the Asst. Sec. of Kennecott Corporation, a Delaware corporation, and that the within and foregoing instrument was signed by authority of said corporation, and said D. P. deBrier duly acknowledged to me that said corporation executed the same.

John P. deBrier
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:
5-14-88

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

On this 12th day of January, 1987, personally appeared before me Robert Gordon, 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 Gordon duly acknowledged to me that said corporation executed the same.

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Conrad L. Christensen
NOTARY PUBLIC
Residing at: Salt Lake County, UT

My Commission Expires:
Jan 23, 1988

NOTARY PUBLIC
STATE OF UTAH