

MARK G. WHITLOCK
Right of Way Representative
UTAH POWER & LIGHT CO.
1849 West North Temple, Suite B-115
Salt Lake City, Utah 84116

4749263

UT CORP-8/88
LAJ/E13/0112.6

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KATIE L. DIXON
RECODER, SALT LAKE COUNTY, UTAH
PACIFICORP
REC BY: D DANGERFIELD, DEPUTY

EASEMENT

4R.
UTAH DIVISION OF PARKS AND RECREATION, with offices at Salt Lake City, Utah, Grantor, hereby CONVEYS to PacifiCorp, an Oregon Corporation, dba Utah Power & Light Company, its successors and assigns, for the sum of One Dollar and other considerations, a perpetual easement, insofar as the same lies within the property of said Grantor, for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications, circuits, fiber optic cables and associated facilities, and one pole and two guy anchors, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across real property located in Salt lake County, Utah, described as follows:

A right of way over the west seven (7) feet of the Grantor's land, being seven (7) feet east of and adjacent to the following described west boundary line of said Grantor's land:

Beginning at the southwest corner of the Grantor's land, said southwest corner also being the southwest corner of Block 4, Jordan Plat "A", thence Northerly 137 feet, more or less, along the west boundary line of said land, said west boundary line also being the east right of way line of Redwood Road, and being in said Block 4 in the NW1/4 of the SE1/4 of Section 34, T.1 N., R.1 W., S.L.M.

Two guy anchors described as follows:

One guy anchor located on the Grantor's land at a point 150 feet north and 33 feet east, more or less, from the southwest corner of Block 10, Jordan Plat

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"A" and being in said Block 10, in the NW1/4 of the SE1/4 of Section 27, T.1 N., R.1 W., S.L.M.

One guy anchor located on the Grantor's land at a point 361 feet north and 47 feet east, more or less, from the southwest corner of Block 10, Jordan Plat "A" and being in said Block 10, in the NW1/4 of the SE1/4 of Section 27, T.1 N., R.1 W., S.L.M.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, representatives, agents, and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities. During construction periods, Grantee and its agents may use such portion of Grantor's property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible.

Grantee shall pay for all cost and expense in connection with the construction, operation, repair, replacement, and maintenance of said facilities, and hold Grantor harmless from any and all liability (including attorney's fees) which may arise from the construction, operation, and maintenance of said facilities, so long as the Easement shall remain in force and effect.

Grantee, in exercising the privileges granted by this Easement, shall comply with the provisions of all valid Federal, State, County, and municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this Easement. Grantee shall neither commit nor permit any waste on the Easement premises. Grantee shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Easement.

It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are

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and shall remain the property of the State of Utah. Grantee shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Section 63-18-27, Utah Code Annotated 1953, as amended.

Grantor claims title in fee simple, but does not warrant to Grantee the validity of title to these premises. Grantee shall have no claim for damages or refund against the Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

Grantor shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said Grantee, provided such uses shall not interfere with the facilities or any other rights granted to the Grantee hereunder.

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This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee.

IN WITNESS WHEREOF said Grantor has caused this Easement to be executed this 6 day of March, 1989.

UTAH DIVISION OF PARKS AND RECREATION

By Jerry A. Miller
Director

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

On the 6th day of March, 1989, personally appeared before me, JERRY A. MILLER, who being by me duly sworn did say that he is the Director of the Utah Division of Parks and Recreation, and that the within and foregoing instrument was signed in behalf of said Division by authority of a Resolution of said Division, and said Jerry A. Miller duly acknowledged to me that said Division executed the same.



Lana Haddock
Notary Public
Residing at SLC

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