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EASEMENT

KENNECOTT UTAH COPPER CORPORATION, a corporation of the state of Delaware, as "Grantor", hereby conveys to PACIFICORP, a corporation of the state of Oregon, dba UTAH POWER & LIGHT COMPANY, 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, an easement and right-of-way for the erection, operation and continued maintenance, repair, alteration, and inspection of electric transmission and distribution lines, communications circuits and associated facilities, and one (1) guy anchor, with necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over and across Grantor's land located in Salt Lake County, Utah, described as follows:

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

Beginning on the east boundary fence of Grantor's land at a point 31 feet south and 1317 feet west, more or less, from the northeast corner of Section 31, T1S, R2W, SLB&M, thence S. 89° 39' W. 36.5 feet on said land and being in the NW ¼ of the NE ¼ of said Section 31.

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

1. Grantee shall have full rights of ingress and egress for the purposes 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 aforesaid guy anchor, and associated facilities.
2. The use of this property by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of this and other property of Grantor, consistent with the practical use and occupancy thereof by 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 easement 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 or any duty imposed by statute, ordinance or regulation, on the part of Grantee, Grantor, employees or agents of any of them, or any other person or organization, but excluding any liability caused by the gross negligence or the willful misconduct of Grantor.

Claudia Conder  
Utah Power & Light Co.  
1407 West North Temple  
Suite 110  
Salt Lake City, Utah 84140



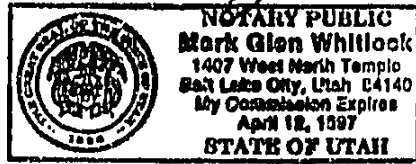
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12/05/94 09:41 AM 14.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH POWER & LIGHT  
REC BY:8 WEST ,DEPUTY - WI

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

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of December, 1994, by Thomas W. Ferguson Vice President of PACIFICORP an Oregon Corporation, dba UTAH POWER & LIGHT COMPANY.

NOTARY PUBLIC Mark Glen Whitlock  
Residing at Salt Lake City, Utah

My Commission Expires:  
4-12-1997



BK 7065P60662