

PLEASE RETURN TO:

Rocky Mountain Power

Lisa Louder/SITLA

1407.WN Temple Suite 110

Salt Lake City, Utah 84116

ENT 69297:2007 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 May 10 12:27 pm FEE 30.00 BY SDH
RECORDED FOR PACIFIC CORP

EASEMENT

E

Fund: School
Easement No. 1169

THE STATE OF UTAH, by and through the School and Institutional Trust Lands Administration, ("GRANTOR"), in consideration of the payment of \$1.00 and other good and valuable consideration, the receipt of which is acknowledged, hereby grants to PacifiCorp, an Oregon Corporation, doing business as Rocky Mountain Power ("GRANTEE"), the right to construct, operate, repair and maintain a power line on state trust lands described as follows:

JUAB AND UTAH COUNTIES

Township 6 South, Range 1 West, SLB&M

Section 3: Lot 3, NW¼NW¼, SE¼NW¼, SW¼NE¼, NE¼SW¼, NW¼SE¼ (within)

An easement 130 feet in width, 65 feet on each side of the following described centerline:

Beginning on the north boundary line of the Grantor's land at a point 990 feet east, more or less, from the northwest corner of Section 3, T6S, R1W, S.L.M., thence S 32°18' E 4680 feet, more or less, to the south boundary line of said land and being in Lot 3, NW¼NW¼, SE¼NW¼, SW¼NE¼, NE¼SW¼, NW¼SE¼ of said Section 3. Containing 13.97 acres, more or less.

Township 6 South, Range 1 West, SLB&M

Section 3: SE¼SE¼ (within)

An easement 130 feet in width, 65 feet on each side of the following described centerline:

Beginning on the south boundary line of the Grantor's land at a point 940 feet west, more or less, from the southeast corner of Section 3, T6S, R1W, S.L.M., thence N 32°18' W 720 feet, more or less, to the west boundary line of said land and being in the SE¼SE¼ of said Section 3. Containing 2.15 acres, more or less.

Township 6 South, Range 1 West, SLB&M

Section 36: Lots 3, 6, 10 and 13 (within)

An easement 130 feet in width, 65 feet on each side of the following described centerline:

Beginning on the north boundary line of the Grantor's land at a point 280 feet west, more or less, from the north ¼ corner of Section 36, T6S, R1W, S.L.M., thence S 2°10' W 4735 feet, more or less, thence S 4°54' E 310 feet, more or less to the south boundary line of said land and being in Lots 3, 6, 10 and 13 of said Section 36. Containing 15.06 acres, more or less.

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Township 12 South, Range 1 West, SLB&M
Section 2: Lot 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ (within)

An easement 130 feet in width, 65 feet on each side of the following described centerline:

Beginning on the north boundary line of the Grantor's land at a point 2085 feet east, more or less, from the northwest corner of Section 2, T12S, R1W, S.L.M., thence S 2°38' W 5245 feet, more or less, to the south boundary line of said land and being in Lot 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 2. Containing 15.65 acres, more or less.

Total easement containing 46.83 acres, more or less.

TO HAVE AND TO HOLD for a term of 30 years commencing October 23, 2006 and expiring October 22, 2036, unless earlier terminated, subject to the following terms and conditions and any valid and existing rights. Upon the expiration of the term of the easement, GRANTEE shall be allowed to renew said easement for successive thirty (30) year terms upon payment of applicable fees. This Easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement, and maintenance of said power line across trust lands, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said power line, so long as the Easement shall remain in force and effect.
2. GRANTEE shall have sixty (60) days after the expiration of the terms of this Easement, if the Easement is not renewed, to remove said power line if GRANTOR determines it is in GRANTOR's best interest, and upon written notification from GRANTOR. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between GRANTOR and GRANTEE that GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of GRANTEE.
3. GRANTEE agrees that, for good cause shown, at any time during the term of this Easement, GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with GRANTOR a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to GRANTOR, in a sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this Easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.
4. GRANTEE assumes liability for and agrees to indemnify GRANTOR from and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the

Easement of GRANTEE, its servants, employees, agents, sublessees, assignees, or invitees, unless such liability is caused by GRANTOR's sole negligence.

5. This Easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that GRANTEE, its assigns or successors in interest have breached any conditions of this Easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by GRANTOR to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this Easement without further notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

6. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Easement or as a result of operations carried on under this Easement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to GRANTEE at the last known address of GRANTEE appearing in the records of GRANTOR.

7. GRANTEE agrees for itself, successors and assigns that any suit brought by GRANTEE, its successors or assigns concerning this Easement may be maintained only in the Utah State District Court of Salt Lake County.

8. The acquisition or assumption by another party under an agreement with GRANTEE of any right or obligation of GRANTEE under this Easement shall be ineffective as to GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a grantee, and assumes in writing all of the obligations of GRANTEE under the terms of this Easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as GRANTOR deems necessary.

9. GRANTEE shall at all times observe reasonable precautions to prevent fire on said Easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said Easement proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester or any other government entity incurring supplemental costs, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.

10. GRANTEE shall surrender to GRANTOR said lands in the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of GRANTOR.

11. 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

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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.

12. GRANTOR herein reserves the right to utilize said Easement for access to and from the lands owned by GRANTOR on both sides of said Easement.

13. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange.

14. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said Easement.

15. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the Easement is not permitted except when GRANTEE has applied for and received a materials permit from GRANTOR.

16. GRANTEE agrees that no trees may be cut or removed from the Easement except when GRANTEE has applied for and received a small forest products permit or timber contract from GRANTOR; provided, however, that GRANTEE may prune and remove trees and other vegetation reasonably necessary to maintain the power line.

17. It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the subject lands are and shall remain the property of GRANTOR. GRANTEE agrees that all costs associated with archeological and paleontological investigations on the subject lands that may be required by GRANTOR will be borne by GRANTEE. GRANTEE further agrees to cease all activity on the subject lands and immediately notify GRANTOR if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the subject lands, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of GRANTOR.

18. 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 against GRANTOR for any claimed failure or deficiency of GRANTOR's title to said lands or for interference by any third party.

19. GRANTOR reserves the right to inspect the area subject to the Easement at any time and recall GRANTEE for correction of any violations of stipulations contained herein. If GRANTEE fails to correct such violations within a reasonable time GRANTOR may, after thirty (30) days written notice, re-enter and terminate this Easement.

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20. This Easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

21. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

Rocky Mountain Power
1407 West North Temple
Salt Lake City, Utah 84116
Attn: Real Estate Services

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

22. This Easement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

23. No Waiver of Conditions by GRANTOR of any default of GRANTEE or failure of GRANTOR to timely enforce any provisions of this Easement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Easement. No provision in this Easement shall be construed to prevent GRANTOR from exercising any legal or equitable remedy it may otherwise have.

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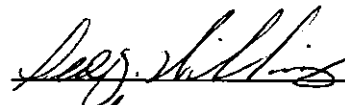
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IN WITNESS WHEREOF, the State of Utah, by and through the School and Institutional Trust Lands Administration, has caused these presents to be executed this 15th day of November, 2006 by the Director.

GRANTOR: STATE OF UTAH
School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

By: 
KEVIN S. CARTER, DIRECTOR

GRANTEE: ROCKY MOUNTAIN POWER
1407 West North Temple
Salt Lake City, Utah 84116
Attn: Real Estate Services

By: 
Its: Manager of RMP

APPROVED AS TO FORM
MARK L. SHURTLEFF
ATTORNEY GENERAL

By: /s/ Tom Mitchell
Special Assistant Attorney General

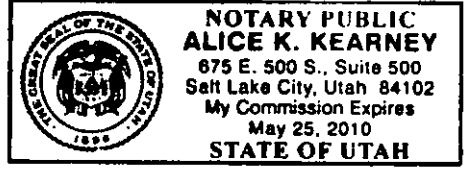
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STATE OF UTAH)
)
COUNTY OF SALT LAKE) §

On the 15th day of November, 2006, personally appeared before me Kevin S. Carter, who being duly sworn did say that he is the Director of the Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

My commission expires: 5/25/2010

Alice K. Kearney
Notary Public, residing at: _____

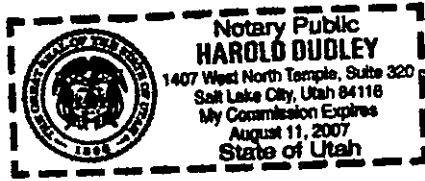


STATE OF Utah)
)
COUNTY OF Salt Lake) §

On the 7 day of November, 2006, personally appeared before me Ted J. Williams, who being duly sworn did say that he/she is the Manager, ROW of ROCKY MOUNTAIN POWER, and authorized to execute the above instrument.

My commission expires: 8/11/2007

Harold Dudley
Notary Public, residing at: S.L.C.



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