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PREPARED BY AND WHEN
RECORDED RETURN TO:

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08/05/1999 02:22 PM 18.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PARR WADDUPS BROWN GEE &
185 S STATE #1300 LOVELESS
SLC UT 84111-1536
BY: RDJ, DEPUTY - WI 5 P.

TEMPORARY EASEMENT
[The Harshaw Chemical Company/Pacificorp]

THIS INSTRUMENT is entered into as of the 14th day of July, 1999, between THE HARSHAW CHEMICAL COMPANY, a New Jersey corporation ("Grantor"), whose address is 3050 West Andrew Avenue, Salt Lake City, Utah 84104, and PACIFICORP, an Oregon corporation, doing business as Utah Power ("Grantee"), whose address is 1407 West North Temple, Salt Lake City, Utah 84140.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

GRANTOR HEREBY GRANTS to Grantee a temporary, non-exclusive easement (the "Easement") for a right-of-way fifteen (15) feet in width for the construction, operation, maintenance, repair, replacement and removal of electric power transmission lines and poles on, over and under the surface of the real property of Grantor located in Salt Lake County, Utah, described as follows, and more particularly shown on the attached Exhibit A, incorporated by this reference:

A right-of-way 10 feet in width, being 5 feet on each side of the following described line: Beginning on the North boundary line of Grantor's land at a point 963 feet South and 1437 feet East, more or less, from the North one quarter corner of Section 17, Township 1 South, Range 1 West, Salt Lake Meridian, and running thence (UNDERGROUND) in a southeasterly direction 62 feet, more or less, to a new pole on said land, said pole being 35 feet East, more or less, of an existing fence on said land, thence (OVERHEAD) southerly 1200 feet, more or less, along a line which is parallel to and 35 feet, more or less, perpendicularly distant easterly from said existing fence to a new pole on said land, thence (UNDERGROUND) southwesterly 125 feet, more or less, to the southeasterly boundary line of said land and being in the East one half of the Northeast one quarter of said Section 17,

together with the right to keep such right-of-way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger or impede the use of such right-of-way; provided, however, that:

- (i) within sixty (60) days after written request made by Grantor (or its successors or assigns) to Grantee, Grantee shall, at Grantee's sole cost and expense, relocate the Easement and all lines and poles and any other improvements or facilities installed pursuant to the Easement to another location on Grantor's property (or the property of Grantor's successors or assigns), to be reasonably

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designated by Grantor, if Grantor, in its sole and absolute discretion (or by Grantor's successors or assigns, if they, in their sole and absolute discretion), determine that such relocation is necessary or desirable to facilitate or accommodate the development or environmental remediation of Grantor's property (or the property of Grantor's successors or assigns);

(ii) within sixty (60) days after the commencement of the installation of Gladiola Street across any portion of the property now owned by Grantor, Grantee shall, at Grantee's sole cost and expense, relocate the Easement and all lines and poles and any other improvements or facilities installed pursuant to the Easement to an underground location within the Gladiola Street right-of-way; and

(iii) Grantor, for itself and its successors and assigns, reserves the right to use the real property affected by the Easement for any use or purpose that is not inconsistent with the Easement.

ANY ACTION TAKEN by Grantee pursuant to this instrument shall be performed in a good and workmanlike manner and diligently prosecuted to completion as soon as reasonably possible.

GRANTEE AGREES to indemnify, defend and hold harmless Grantor and Grantor's officers, directors, employees, agents, successors and assigns from and against all claims, liabilities, actions, suits, losses, damages, costs or expenses (including, without limitation, attorneys' fees, whether incurred with or without the filing of suit, on appeal or otherwise) which are incurred, paid or payable by Grantor or Grantor's officers, directors, employees, agents, successors or assigns, or any one or more of them, and which are caused by, arise from or are related to the Easement or the exercise by Grantee of Grantee's rights under this instrument.

IF EITHER GRANTOR OR GRANTEE (or their respective successors or assigns) bring suit to enforce or interpret this instrument or for damages on account of the breach of any provision of this instrument, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

THIS INSTRUMENT shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. Each provision of this instrument shall constitute a covenant running with the land, and this instrument shall inure to the benefit of, and shall be binding on, Grantor and Grantee and their respective successors and assigns. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this instrument.

GRANTOR AND GRANTEE have executed this instrument on the respective dates set forth below, to be effective as of the date first set forth above.

GRANTOR:

THE HARSHAW CHEMICAL COMPANY

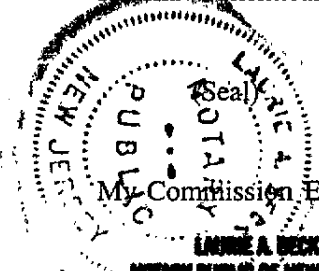
By David M. Wexler

Its Vice President

Date July 21, 1999

State of New Jersey)
County of Middlesex) ss.

The foregoing instrument was acknowledged before me this 21st day of July, 1999,
by David M. Wexler, the Vice President of The
Harshaw Chemical Company.



Laurie A. Beck
Notary Public

My Commission Expires:
LAURIE A. BECK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOVEMBER 7, 2000

Residing at:
c/o 101 Wood Ave., Iselin NJ 08830

BNOW8300P12030

GRANTEE:

PACIFICORP

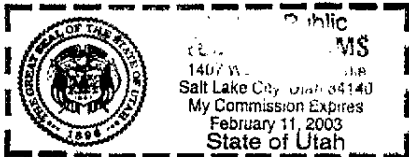
By Ernest E. Wessman

Its Vice President

Date July 19, 1999

State of Utah)
) ss.
County of S.W.)

The foregoing instrument was acknowledged before me this 19 day of July, 1999,
by ERNEST E. WESSMAN, a Vice President of Pacificorp.



Ernest E. Wessman
Notary Public

My Commission Expires:

Residing at: S.W.C. Utah

2/11/03

