

7914338

Return to: Ronald G. Olsen
Real Estate Management Dept.
1407 W. No. Temple #110
Salt Lake City, Utah 84140

WO 1858887
CC 11067

7914338
06/05/2001 03:36 PM 17.00
Book - 8465 Pg - 3150-3153
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
REAL ESTATE MANAGEMENT DEPT
C/O RONALD G OLSEN
1407 W NORTH TEMPLE STE 110
SLC UT 84140
BY: ZJM, DEPUTY - WI 4 P.

EASEMENT

KENNECOTT UTAH COPPER CORPORATION, a Delaware corporation, as "Grantor", hereby conveys to PACIFICORP, an Oregon corporation, its successors in interest and assigns, as "Grantee", for the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, an easement and right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, and distribution lines and all necessary or desirable accessories and appurtenances thereto ("Lines") including without limitation: supporting towers, poles, props, guys and anchor, on, under and across Grantor's land located in Salt Lake County, Utah, ("Easement Area") described as follows:

A Right-of-Way, 10 feet in width, being 5 feet on each side of the following described center line:

Beginning on the east boundary line of Grantor's land at a point 26 feet south and 45 feet west, more or less, from the northeast corner of Section 13, T. 3 S., R. 2 W., SLB&M, thence East 5354 feet, more or less, to the west boundary line of said land and being in the N 1/2 of the N 1/2 of said Section 13.

One guy anchor described as follows:

One guy anchor located on Grantor's land at a point 718 feet south and 29 feet east, more or less, from the northwest corner of Section 13, T. 3 S., R. 2 W., SLB&M, and being in the NW 1/4 of the NW 1/4 of Section 13.

Tax Id. 2613100.001

1. The use of the Easement Area shall be limited to the construction, use, maintenance, repair, alteration, and inspection of Lines.

2. Promptly after construction of the Lines and promptly after any repair or maintenance activity that requires disturbance of the surface of the Easement Area, Grantee shall reclaim the disturbed portion of the Easement Area by grading the area to approximate its natural contour and revegetating the area with appropriate plant material.

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3. The use of the Easement Area by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Easement Area and other property of Grantor, consistent with the practical use and occupancy thereof by Grantee for the purposes above stated. Grantee agrees that Grantor, Grantor's employees, agents, invitees, lessees and assigns may use the Easement Area for any purpose that does not materially interfere with Grantee's use and enjoyment of the Easement as provided for herein.

4. Grantee shall have full rights of ingress and egress necessary for the purposes of doing all construction and of making any and all repairs, alterations, or replacements necessary for the full operation and maintenance of the aforesaid Lines.

5. 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.

6. Grantee agrees to indemnify and save Grantor, its parents and affiliates, 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 arising out of or in any manner connected with the existence or construction, use, maintenance, repair, alteration, or inspection of the water pipeline, including liability and claims for (1) damage because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Grantee's employees or the employees of Grantee's contractors or subcontractors; (2) damage to property, sustained by any person or persons; (3) damages, costs or claims arising from or relating to actual or alleged environmental contamination or pollution or the actual or alleged violation of any current or future federal, state or local environmental law, regulation or ruling; or (4) any other loss or damage suffered or incurred by Grantee, its employees or agents, or any third party (collectively, (1) - (4) are defined herein as "Liabilities"). Grantee shall indemnify and save Grantor harmless from and against said Liabilities, whether or not such Liabilities 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 statute, ordinance or regulation, on the part of Grantee, Grantor, their agents, employees or any third parties, but excluding any Liabilities caused by the sole negligence or the willful misconduct of Grantor, its agents, employees or invitees. In addition, Grantee agrees to promptly repair or replace at its cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantee in the maintenance, operation, existence or use of the Easement.

7. If at any time hereinafter, the operation or maintenance of said Lines as hereinabove described, or any portion thereof, shall interfere with any operations of Grantor, whether or not now in existence, Grantee shall, upon request from Grantor, reconstruct said Line

on other land provided by Grantor so as to avoid such interference. In such event, Grantee shall execute a recordable document releasing this Easement Agreement as to the abandoned portion of the Easement Area, and Grantor shall grant Grantee an easement on the land upon which the relocated Line is to be constructed on terms and conditions similar to those contained in this Easement Agreement. Cost of such reconstruction shall be borne by Grantor.

8. The Easement shall be terminated if it is not used for the above stated purpose for a continuous period of one year.

9. The Easement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Grantee shall not assign, transfer or encumber the Easement or the other rights granted herein without the prior written consent of Grantor, which consent may be withheld for any reason at the sole discretion of Grantor. Any assignment, transfer or encumbrance of this Easement or the other rights granted herein shall be made subject to the terms and conditions set forth herein and only upon the express assumption by the assignee, transferee or encumbrancer of the covenants contained herein.

10. The Easement is accepted by Grantee, subject to all the foregoing terms and conditions, and Grantee agrees to fully comply with, perform, and carry out the same on its part.

IN WITNESS WHEREOF, Grantor and Grantee have caused this agreement to be executed this 29 day of May, 2001.

Grantor
KENNECOTT UTAH COPPER CORPORATION
By [Signature]
Its Vice President and General Manager, Health,
Environmental, Tailings and Water Services

Witness:
[Signature]

Grantee
PACIFICORP
By [Signature]
Its Property Asset - LEAD SERVICE

Witness:
[Signature]

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29TH day of MAY, 2001, by W.R.Williams as Vice President and General Manager, Health, Environmental, Tailings and Water Services of KENNECOTT UTAH COPPER CORPORATION.

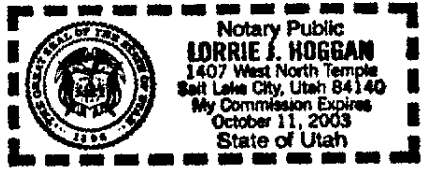
Shannon S. Crompton
NOTARY PUBLIC
Residing at: SALT LAKE COUNTY UT

My Commission Expires:
1 OCTOBER 2002



STATE OF UTAH)
:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24 day of MAY, 2001, by TEA J. Williams as Property Agent - Lease Service of PACIFICORP. .



Lorrie J. Hoggan
NOTARY PUBLIC
Residing at: Summit County, Utah

My Commission Expires:
10-11-03

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