

9058165

Return to:  
PacifiCorp  
c/o Lisa Louder  
NTO Suite No. 310  
1407 West North Temple  
Salt lake City, Utah 84116

PN No: 10021152  
RW No: 20030005

9058165  
05/10/2004 02:26 PM 25.00  
Book - 8985 Pg - 5754-5760  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH POWER & LIGHT  
1407 W NORTH TEMPLE  
SLC UT 84116-3171  
BY: SLR, DEPUTY - MI 7 P.

### EASEMENT AND RELEASE

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 land located in Salt Lake County, Utah, ("Easement Area") described as follows:

A Right-of-Way described as follows:

A 46 foot wide parcel of land, being part of an entire tract of land, for the purpose of a Transmission power line easement, situate in the Northeast Quarter of Section 20, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The centerline of said parcel is described as follows:

Beginning at a point on the west right of way line of 8000 West Street, said point being 228.10 feet N.00°11'45"E along the section line and 33.00 feet WEST from the East Quarter corner of Section 20, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence S.84°04'55"W 980.21 feet; thence N.79°32'02"W 287.64 feet and terminating. The above-described easement contains 58,321 square feet or 1.339 acre.

PARCEL ID 14-20-200-001

And

A Right of Way described as follows:

Beginning at a point on the east right of way line of 8000 West Street, said point being 211.81 feet N.00°11'45"E along the section line and 33.00 feet EAST from the West Quarter corner of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence N.00°11'45"E 502.05 feet along said east right of way; thence S.89°59'32"E 395.60 feet; thence SOUTH 65.62 feet to the north line of Utah Powers Magna Substation property; thence WEST 46.00 feet along said north line; thence NORTH 19.62 feet thence N.89°59'32"W 322.33 feet; thence S.01°07'06"W 454.05 feet; thence S.84°04'55"W 20.23 feet to the point of beginning. The above-described easement contains 29,918 square feet or 0.687 acre.

PARCEL ID	14-21-151-006	14-21-151-002
	14-21-151-004	14-21-151-023
	14-21-151-003	14-21-151-031

This easement cancels and supersedes portions of a prior easement contracted between Kennecott Utah Copper Corporation, Grantors, and Pacificorp, Grantee, dated May 12, 2003 and recorded in the office of the County Recorder of Salt Lake County, Utah in Book 8804, Page 801-806, File No. 8663304. More particularly releasing the following described lines:

Beginning at the point of intersection of the west right of way line of 8000 West Street and the northerly right of way line of State Highway 201, said point being 153.06 feet N.00°11'45"E and 33.00 feet WEST from the East Quarter corner of Section 20, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence along the northerly right of way of said State Highway the following 5 courses: 1.) S.85°02'19"W 13.85 feet; 2.) N.89°58'21"W 53.26 feet; 3.) S.87°16'48"W 108.48 feet; 4.) S.84°04'20"W 90.73 feet; 5.) S.82°51'28"W 718.62 feet; thence N.75°42'27"W 314.63 feet; thence N.14°17'33"E 46.00 feet; thence S.75°42'27"E 354.69 feet; thence N.83°01'18"E 935.61 feet to the west right of way of said 8000 West Street; thence S.00°11'45"W 43.34 feet along said west right of way to the point of beginning. The above-described easement contains 42,963 square feet or 0.986 acre.

And

Beginning at the point of intersection of the east right of way line of 8000 West Street and the northerly right of way line of State Highway 201, said point being 207.19 feet N.00°11'45"E and 33.00 feet EAST from the West Quarter corner of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence N.00°11'45"E 469.04 feet along said east right of way; thence S.89°59'35"E 360.79 feet; thence S.00°00'25"W 28.00 feet to the north line of Utah Powers Magna Substation property; thence WEST 158.10 feet along said north line; thence S.00°00'25"W 17.98 feet thence N.89°59'35"W 174.84 feet; thence S.00°00'24"W 423.04 feet to said northerly right of way line; thence WEST 29.39 feet along said northerly right of way to the point of beginning. The above-described easement contains 25,894 square feet or 0.594 acre.

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 re-vegetating the area with appropriate plant material.

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. 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 power line, 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.

6. 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.

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

8. 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 encumbrances of the covenants contained herein.

9. 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 30 day of Sept., 2003.

Grantor  
KENNECOTT UTAH COPPER CORPORATION

By [Signature]  
Its Vice President and Chief Financial Officer

Witness:

[Signature: Charles H. Mason]

Grantee  
PACIFICORP

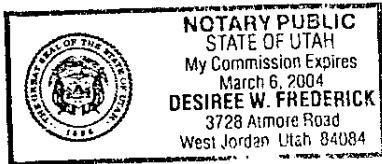
By [Signature: Ernest E. Mason]  
Its Vice President

Witness:

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STATE OF UTAH )  
:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 30 day of September, 2003, by Rob Light as Vice President and Chief Financial Officer of KENNECOTT UTAH COPPER CORPORATION.

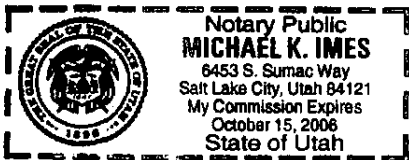


Desiree W. Frederick  
NOTARY PUBLIC  
Residing at: Salt Lake County, UT

My Commission Expires:  
March 6, 2004

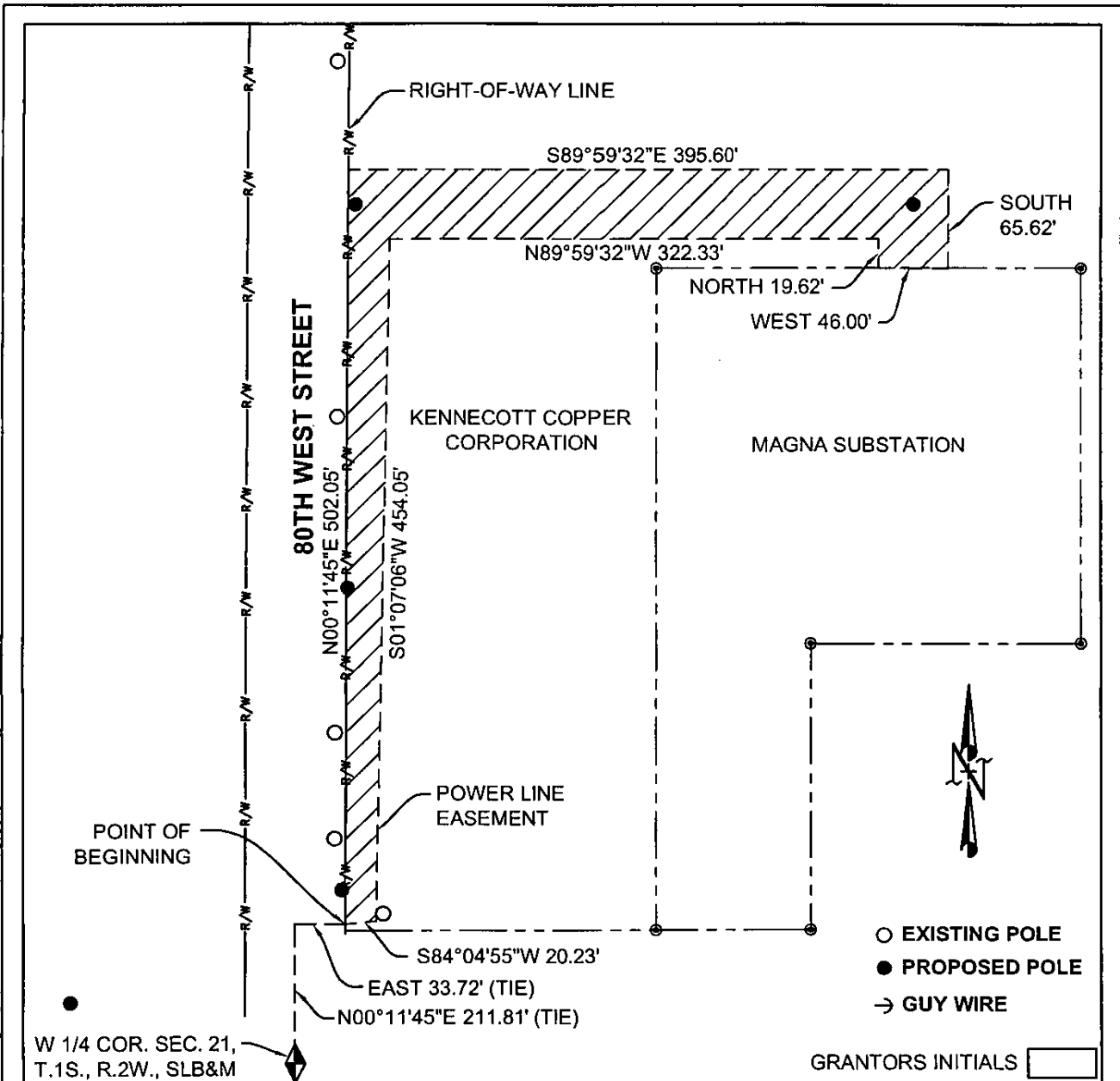
STATE OF UTAH )  
:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2003, by Ernest E Wessman as Vice President of PACIFICORP..



Michael K. Imes  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT

My Commission Expires:  
10-15-06



**EASEMENT DESCRIPTION:**

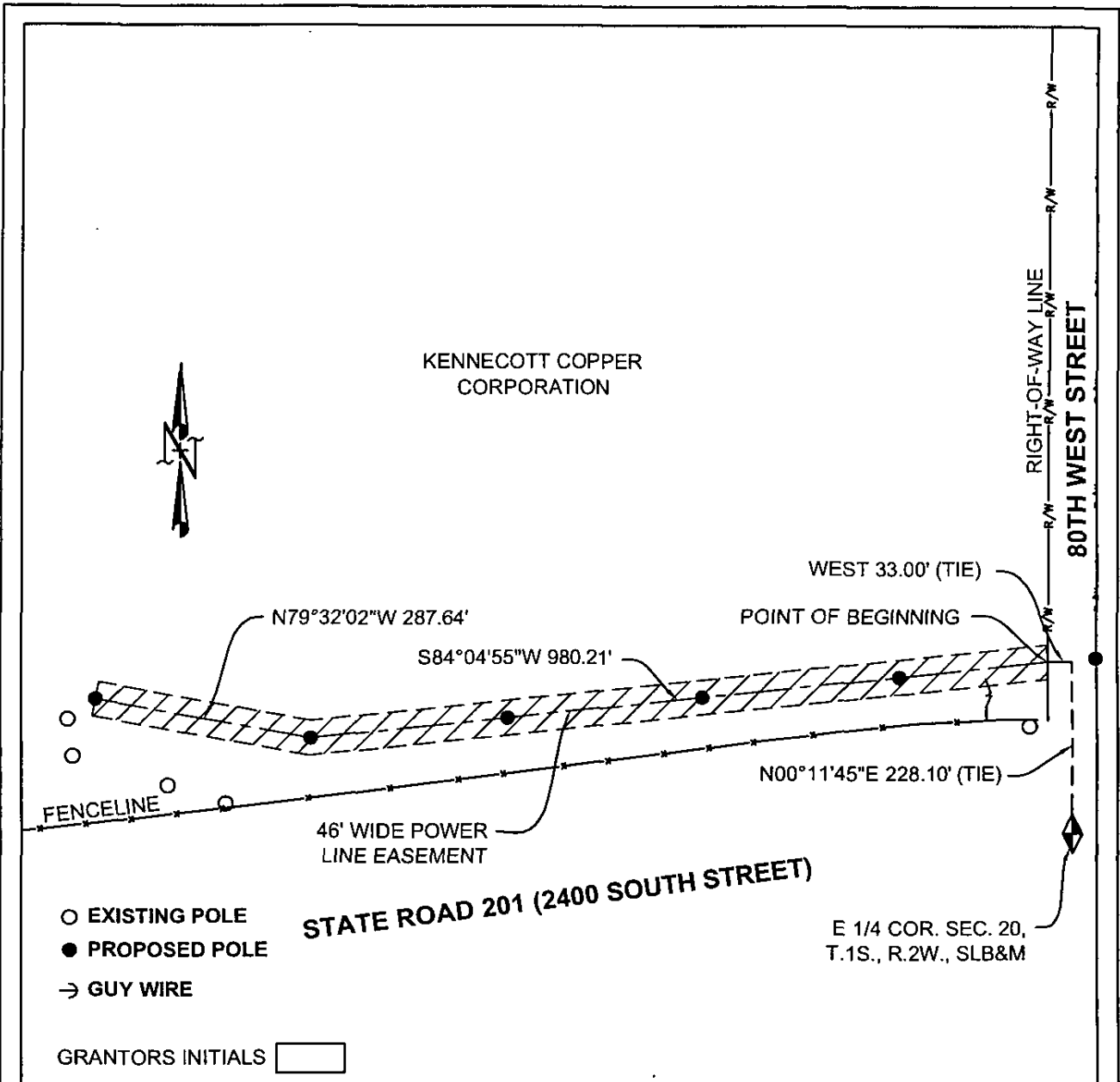
An easement over property owned by KENNECOTT COPPER CORPORATION, ("Grantors"), situated in Section 21, Township 1 South, Range 2 West, Salt Lake Base & Meridian, Salt lake County, Utah, and being more particularly described as follows:

The portion of "Grantor's" land shown above (see easement document)

Contains: 0.687 acres, more or less, (as described)

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV 3	DATE: 6/25/03	DESC. MAGNA TRANSMISSION	BY SAM	CHK SB	APP TW
<p><b>ELECTRICAL CONSULTANTS, INC.</b> SALT LAKE CITY, UTAH</p> <p>1410 South 600 West Woods Cross, UT 84087 (801) 292-9854</p>		<p>EXHIBIT "B" EASEMENT THROUGH KENNECOTT COPPER CORPORATION PROPERTY SECTION 21, T.1.S., R.2.W. SALT LAKE BASE &amp; MERIDIAN</p>			
					SCALE 1"=100'



**EASEMENT DESCRIPTION:**

An easement over property owned by KENNECOTT COPPER CORPORATION, ("Grantors"), situated in Section 20, Township 1 South, Range 2 West, Salt Lake Base & Meridian, Salt lake County, Utah, and being more particularly described as follows:

The portion of "Grantor's" land shown above (see easement document)

Contains: 1.339 acres, more or less, (as described)

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV 3	DATE: 6/25/03	DESC. MAGNA TRANSMISSION	BY SAM	CHK SB	APP TWH
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**ELECTRICAL CONSULTANTS, INC.**  
SALT LAKE CITY, UTAH

1410 South 600 West Woods Drive, UT 84087 (801) 292-9954

EXHIBIT "A"  
EASEMENT THROUGH  
KENNECOTT COPPER CORPORATION PROPERTY  
SECTION 20, T.1.S., R.2.W.  
SALT LAKE BASE & MERIDIAN

**PACIFICORP**

SCALE 1"=200'