

Return to:  
Lisa Louder  
PacifiCorp  
1407 West North Temple, Suite #320  
Salt Lake City, UT 84116  
RW: 20030096.3

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06/08/2004 03:27 PM 22.00  
Book - 8998 Pg - 5200-5206  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH POWER & LIGHT  
1407 W NORTH TEMPLE  
SLC UT 84116-3171  
BY: SBM, DEPUTY - WI 7 P.

**RIGHT OF WAY 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 50 feet in width, 13,574 feet in length, more or less, 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, and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

A right of way 50 feet in width, said right of way extending 25 feet on each side of and lying parallel and adjacent of the centerline of the power line and projection thereof, situated in the South 1/2 Section 9 and in the Southeast 1/4 of Section 8, the East 1/2 Section 17, and the NE 1/4 of Section 20, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The centerline of said 50-foot right of way is described as follows:

Beginning on the east boundary line of the Grantor's land which is coincident with the west right of way line of 7200 West at a point being 37 feet North along the section line, from the southeast corner of Section 9; running thence N.89°52'25"W. 70.55 feet, thence N.89°45'04"W. 5,240.57 feet, thence S.00°01'53"W. 6,134.33 feet, thence S.35°35'18"W. 2,128.71 feet, and terminating at an existing steel tower in an existing transmission line, less and excepting the road right of way for 7200 West Street, 1300 South Street, and 8000 West Street.

Said easement containing 516,099.84 sq. ft. or 11.89 acres.

**Affecting Tax Parcel No.** 14-09-100-003-4001, 14-09-100-003-4002, 14-08-300-001, 14-20-200-001

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 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 there from, 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 1 day of June, 2004.

**Kennecott Utah Copper Corporation**

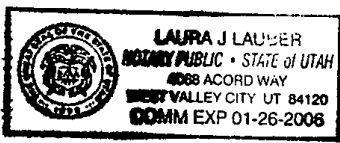
By: [Signature]

Its: VP and CFO [Signature]

Witness: [Signature]

STATE OF UTAH )  
  §  
COUNTY OF SALT LAKE )

On this 1<sup>st</sup> day of June, 2004 personally appeared before me ROB LIGHT, as VP and CFO, of Kennecott Utah Copper Corporation and who by me duly affirmed, did say that he is VP and CFO, of Kennecott Utah Copper Corporation, and that said document was signed in behalf of Kennecott Utah Copper Corporation by authority, and Kennecott Utah Copper Corporation executed the same.



[Signature]  
Notary Public

My commission expires: January 26, 2006

PacifiCorp, an Oregon Corporation

By: A. Richard Walje

Its: VICE PRESIDENT

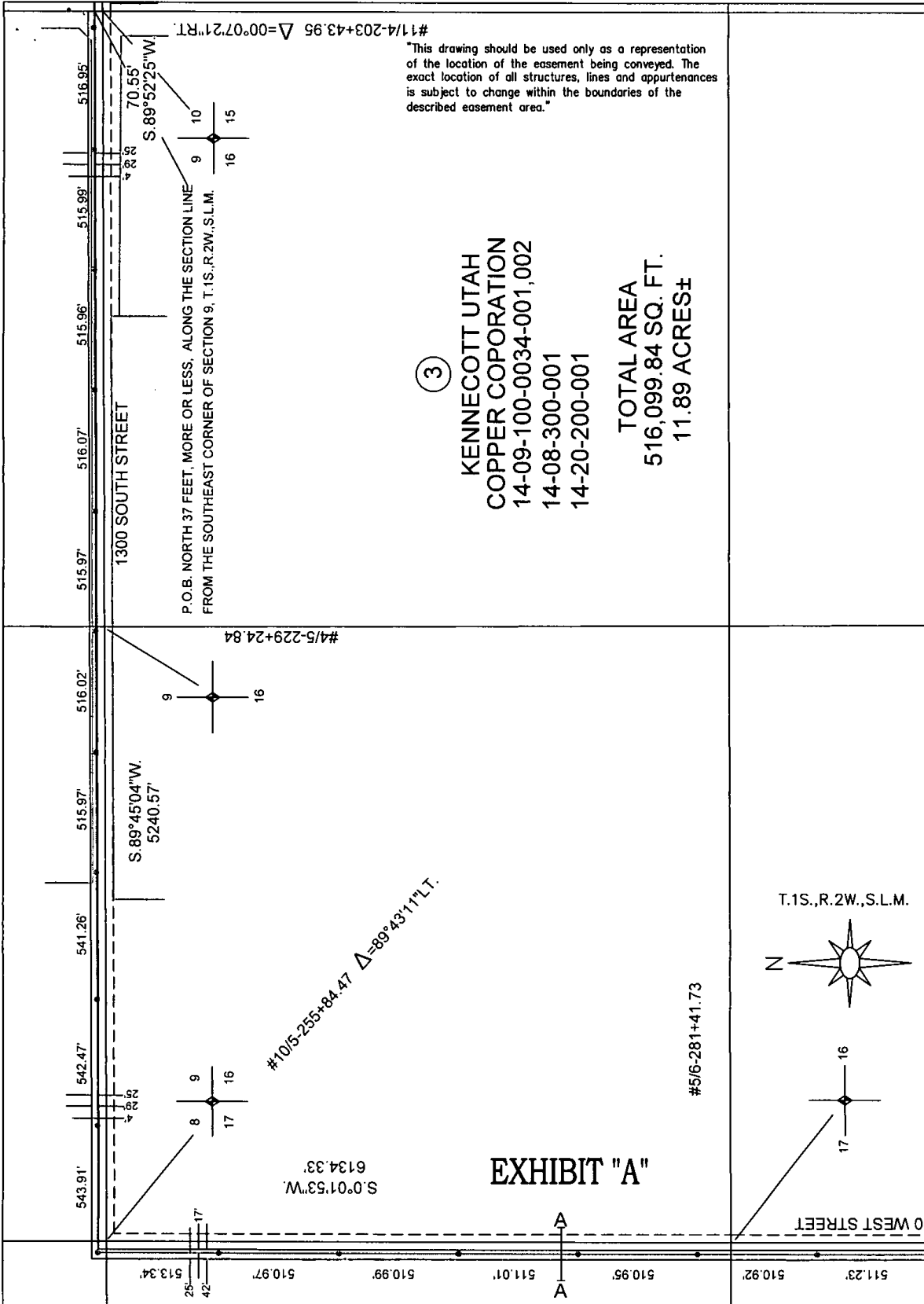
STATE OF UTAH            )  
                                  §  
COUNTY OF SALT LAKE    )

On this 7<sup>th</sup> day of June, 2004 personally appeared before me A. Richard Walje, identity is personal known to me (or proved to me on the basis of satisfactory evidence) and who by me duly affirmed, did say that he is the *Vice President* of *PacifiCorp*, and that said document was signed in behalf of *PacifiCorp* by authority, and said *PacifiCorp* executed the same.

Melanie R. Allen  
Notary Public

My commission expires: 12/5/06





MARCH 30, 2004

SPONSOR: QUINNESS/FRAILEY

SURVEYED BY: U.P.&L.

DRAWN BY: W.T.L.

CHECKED BY:

PLOT SCALE: 1" = 1'

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APPROVAL  
JERRY H. ISAACSON  
LEAD SENIOR ENGINEER CIVIL & LINE LOCATION

TERMINAL TOOELE 138KV LINE, TERMINAL-KCC MAGNA 138KV LINE RELOCATION CROSSING KENNECOTT UTAH COPPER CORP. PROPERTY SALT LAKE COUNTY, UTAH

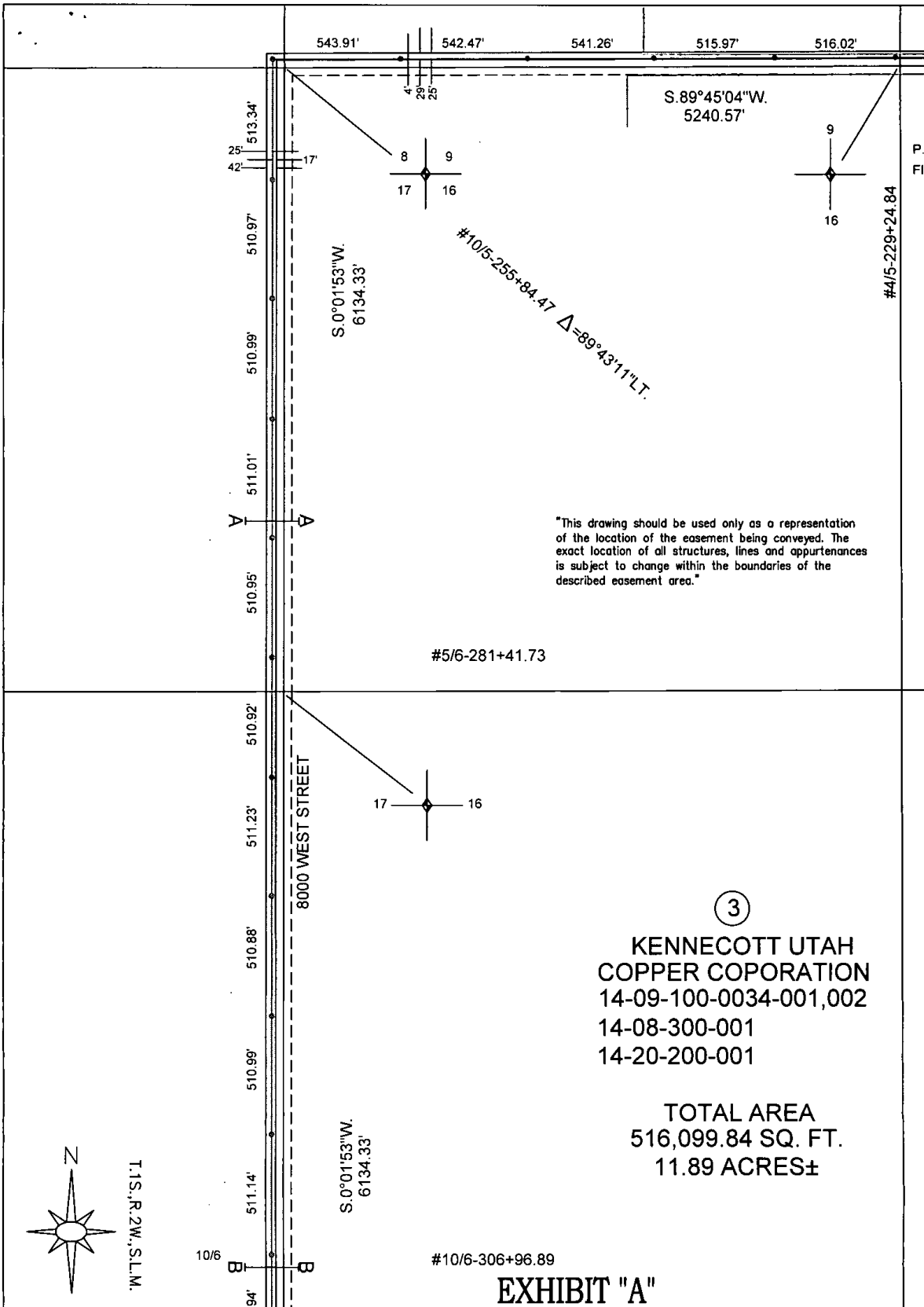
**PACIFICORP** TRANSMISSION

SCALE: 1" = 500'

SHEET 1 OF 3

WO 10017851

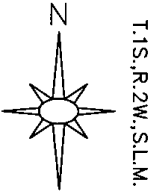
REV.



"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 described easement area."

③  
**KENNECOTT UTAH  
 COPPER CORPORATION**  
 14-09-100-0034-001,002  
 14-08-300-001  
 14-20-200-001

TOTAL AREA  
 516,099.84 SQ. FT.  
 11.89 ACRES±



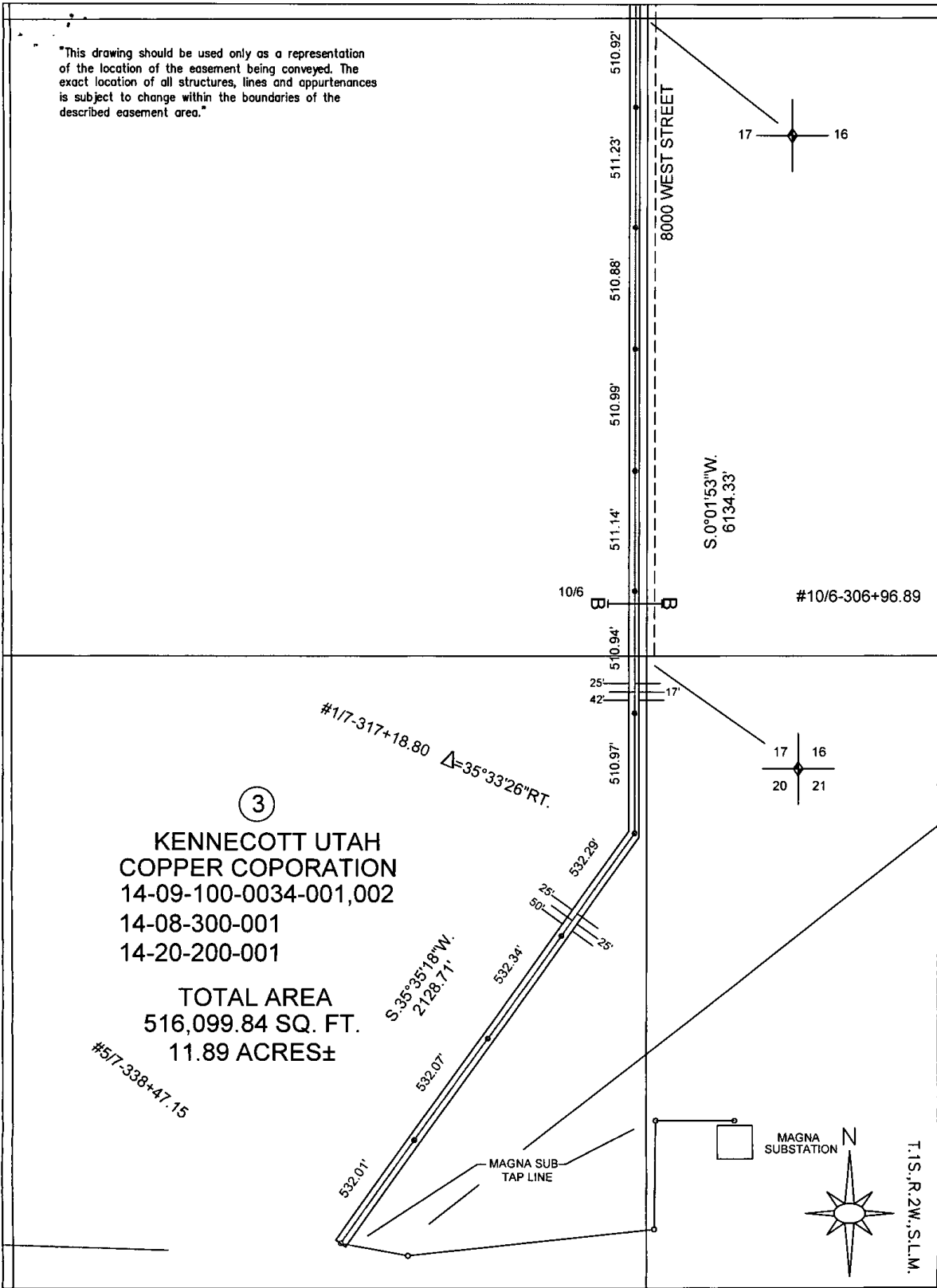
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DRAWN BY: W.T.L.
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R:\ROW\WD\TERMINAL-TOOELE\KCC-LOCATION.DWG
APPROVAL JERRY H. ISAACSON LEAD SENIOR ENGINEER CIVIL & LINE LOCATION

**TERMINAL TOOELE 138KV LINE, TERMINAL-  
 KCC MAGNA 138KV LINE RELOCATION CROSSING  
 KENNECOTT UTAH COPPER CORP. PROPERTY  
 SALT LAKE COUNTY, UTAH**



SCALE: 1" = 500'	SHEET 2 OF 3	WO 10017851	REV.
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3  
**KENNECOTT UTAH  
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 14-08-300-001  
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**TOTAL AREA**  
**516,099.84 SQ. FT.**  
**11.89 ACRES±**

**EXHIBIT "A"**

MARCH 30, 2004
SPONSOR: QUINNESS/FRAILEY
SURVEYED BY: U.P.&L.
DRAWN BY: W.T.L.
CHECKED BY:
PLOT SCALE: 1" = 1'
R:\ROW\WD\TERMINAL-TOOELE\KCC-LOCATION.DWG

**TERMINAL TOOELE 138KV LINE, TERMINAL-  
 KCC MAGNA 138KV LINE RELOCATION CROSSING  
 KENNECOTT UTAH COPPER CORP. PROPERTY  
 SALT LAKE COUNTY, UTAH**

**APPROVAL**  
**JERRY H. ISAACSON**  
 LEAD SENIOR ENGINEER CIVIL & LINE LOCATION

**PACIFICORP TRANSMISSION**

SCALE: 1" = 500'	SHEET 3 OF 3	WO 10017851	REV.
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