

Return to:  
 Lisa Louder  
 PacifiCorp  
 1407 West North Temple, Suite #320  
 Salt Lake City, UT 84116  
 RW: 20030096.4

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 10/29/2004 01:40 PM \$16.00  
 Book - 9054 Pg - 7498-7501  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 PACIFICORP  
 1407 W NORTH TEMPLE  
 SLC UT 84116-3171  
 BY: ZJM, DEPUTY - WI 4 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, 29,919.30 feet or 4.15 miles 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 anchors, including guys and anchors outside of the right of way, 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 to the centerline of the power line and projection thereof, situated in the South ½ of the North ½ of Section 20, and the South ½ of the North ½ of Section 19, Township 1 South, Range 2 West, Salt Lake Base and Meridian; also situated in the South ½ of the North ½ of Section 24, Northeast ¼ of Section 23, South ½ of the Southwest ¼ of Section 14, Southeast ¼ of the Southeast ¼ Section 15, Township 1 South, Range 3 West, Salt Lake Base and Meridian. The centerline of said 50-foot right of way is described as follows:

Beginning at an existing steel power pole in on the Grantor's land, said tower being 2481 feet South and 1289 feet West, from the Northeast corner of Section 20, T. 1 S., R. 2 W., S.L.B.&M.; running thence S.35°35'18"W. 179.91 feet, thence N.79°09'59"W. 627.98 feet, thence N.88°20'57"W. 1912.14 feet, thence S.89°28'48"W. 2161.64 feet, thence N.89°53'31"W. 1998.77 feet, thence N.82°36'16"W. 3719.71 feet, thence S.78°38'22"W. 2036.04 feet, thence N.73°06'14"W. 976.40 feet, thence N.68°03'24"W. 1529.56 feet, thence N.51°26'35"W. 2908.10 feet, thence N.84°58'36"W. 3,869.05 feet; less and excepting the road right of way for State Road 201, and State Road 202. Said easement containing 1,095.965 sq. ft. or 25.16 acres.

**Affecting Tax Parcel No.** 14-20-200-001, 14-20-100-001, 14-19-100-001, 14-19-300-003, 13-24-100-001, 13-23-200-003, 13-14-100-001, 13-15-300-003, 13-15-200-002,

1. The use of the easement area shall be limited to those set forth in the granting clause.
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. When feasible Grantee shall use existing roads to access the aforesaid Lines, otherwise access shall be at locations agreed upon by both parties.
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 22<sup>d</sup> day of October, 2004.

Kennecott Utah Copper Corporation

By: James M. Elegante

K213

Its: Vice President Legal

Witness:

Leslie Smith

STATE OF UTAH )  
  §  
COUNTY OF SALT LAKE )

On this 22<sup>nd</sup> day of October, 2004 personally appeared before me James M Elegante, as Vice President Legal, of Kennecott Utah Copper Corporation and who by me duly affirmed, did say that he is Vice President Legal, 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.

Desiree W. Frederick  
Notary Public



My commission expires: 03-08-08

PacifiCorp, an Oregon Corporation

By: Richard Walje

Its: VICE PRESIDENT

STATE OF UTAH            )  
                                      §  
COUNTY OF SALT LAKE    )

On this 26<sup>th</sup> day of October, 2004 personally appeared before me 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