

10588911

WHEN RECORDED, RETURN TO:
Rocky Mountain Power
Real Estate Services
Attn: Lisa Louder
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
File No. 6071661 & 6071665
UTSL-0000

10588911
12/30/2008 2:31:00 PM \$16.00
Book - 9669 Pg - 5816-5819
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 4 P.

Parcel Number: 27-13-100-043
27-13-100-045

EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("Grantor"), hereby CONVEYS to the Utah Transit Authority, a public transit district, its successors-in-interest and assigns ("GRANTEE"), a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a parking lot, landscaping and access over and across the following described real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

A parcel of land lying and situate in the East Half of the Northwest Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, South Jordan City, Salt Lake County, Utah, Subject parcel being more particularly described as follows:

Beginning at the Northwest corner of Lot 6, The Towers at South Towne Phase 3, recorded as Entry Number 6794293, in Book 97-11P, at Page 349, on file and of record in the office of the Salt Lake County Recorder; thence South $13^{\circ}43'22''$ East 479.11 feet coincident with the West line of Lots 5 and 6, The Towers at South Towne Phase 3; thence South $76^{\circ}20'17''$ West 30.60 feet along the prolongation of the South line of said Lot 5 to the Easterly top back of curb of Jordan Gateway; thence North $13^{\circ}43'22''$ West 486.86 feet coincident with said Easterly top back of curb to a point on the prolongation of the North line of said Lot 6; thence South $89^{\circ}27'04''$ East 31.57 feet along the said prolongation of the North line to the point of beginning.

Containing 14,779 sq. ft. or 0.34 acres, more or less.

This easement and right-of-way is granted subject to the following restrictive covenants and conditions:

1. Grantee, its successors and assigns, will not make or allow to be made any use of the easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

2. In the event that curb and gutter is constructed on the easement herein granted by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot wide curb cut on both sides of the easement located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons.

3. Grantee, its successors and assigns, will not use or permit to be used on said easement construction cranes or other equipment that violate OSHA and Utah High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the easement area. Grantee will not excavate within 50 feet of Grantor's transmission structures. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and Utah High Voltage Act Safety Clearance Standards.

4. Grantee shall give Grantor sixty days notice of the proposed improvements. Such notice shall include detailed plans and specification for the improvements. Grantor shall have the right during the sixty day period to give notice to Grantee that the improvements may not be made or may be made only in accordance with specific conditions if the improvements as proposed by Grantee interferes with or impairs or has a potential to interfere with or impair Grantor's use of the property. Grantee shall not place or allow to be placed any trees or lighting structures within the easement area.

Notice:

To Grantor:

Rocky Mountain Power
Attn: Transaction Services
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Fax: 801 220-4373

To Grantee:

Utah Transit Authority, a public transit district
Attn: Real Estate Department
669 West 200 South
Salt Lake City, Utah 84101
Fax: 801 741-8896

5. Grantor shall have the right, at any time and from time to time, to cross and

recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.

6. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over the Easement Area (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 16th day of December, 2008.

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power

By: *Joseph M. Benigni*

Its: *Vice President*

Utah Transit Authority

By: *Mark Hulse*

Its: *REAL ESTATE DIRECTOR*

By: *Tracy J. Hall*

Its: *Manager of Property Administration*

Approved as to form: *Ruth Hawe*

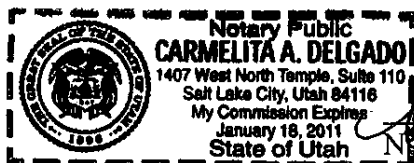
UTAH LEGAL

ACKNOWLEDGMENTS

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

I hereby certify that on this 16th day of December, 2008, before me, a Notary Public of the state and county of aforesaid, personally appeared Douglas N. Bennion, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the V.P. Engineering Services of PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

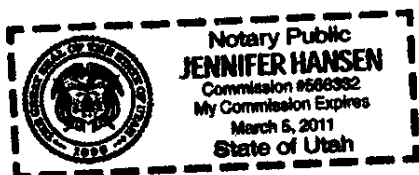
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

I hereby certify that on this 1 day of December, 2008, before me, a Notary Public of the state and county of aforesaid, personally appeared Steve Hansen & Troy S. Hamilton known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Real Estate Director & Manager of the Utah Transit Authority, a public transit district, that has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Notary Public