

11147216

After recording return to:  
Rocky Mountain Power  
Right of Way Services  
Attn: Yuka Jenkins  
1407 West North Temple  
Salt Lake City, Utah 84116

This document prepared by:  
Thomas A. Shaw  
State of Utah  
Department of Administrative Services  
Division of Facilities Construction  
and Management  
4110 State Office Building  
Salt Lake City, Utah 84114

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03/09/2011 10:13 AM \$0.00  
Book - 9910 Pg - 4086-4094  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
By: ZJM, DEPUTY - WI 9 P.

Parcel No. 08-35-376-002 (Salt Lake County)

## Underground Easement Agreement

ALRT# AP-82:2E  
Project No. ALRT  
Project Name: UTA AIRPORT LIGHT RAIL TRANSIT  
WO#: 5345257.YJ  
RW#: 20100112

The STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, (the "Grantor"), of Salt Lake City, in the County of Salt Lake, State of Utah, hereby Grants and Conveys to PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, at 1407 West North Temple, Salt Lake City, Utah 84116, (the "Grantee") its successors and assigns, for and in consideration of the sum of Two Thousand Seven Hundred Eighty and 00/100 (\$2,780.00.00) Dollars and other valuable consideration, hereby acknowledged, a non-exclusive easement and right-of-way ("Easement") upon, under, and across the lands hereinafter described for the construction, reconstruction, operation, maintenance, repair, enlargement, removal and replacement of an underground electric power distribution and transmission and related communication lines and all necessary appurtenances thereto, including: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets ("Facilities"), and for no other purpose, situated in the City of Salt Lake, County of Salt Lake, State of Utah, and more particularly described as shown in the attached Exhibit "A":

This easement is subject to the following conditions:

All of the Facilities upon, under, and across this easement will be as selected, installed, owned, maintained, and operated by the Grantee in accordance with all codes, laws, rules, or regulations applicable at the time of such installation.

All equipment shall be installed within the Easement.

Grantees shall bear all expenses relating to the installation, operation, maintenance, repair, and removal of the Facilities.

Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims, demands and suits for damages to person or property arising out of or relating to Grantee's installation, operation, maintenance, repair, removal, and replacement of the Facilities.

Grantor, its successors and assigns, shall have the right to use and occupy the surface of said property for any purpose consistent with the rights and privileges herein granted and which will not endanger or interfere with construction, maintenance, and operation or reconstruction of the Facilities.

If construction, maintenance, and operation or reconstruction of the Facilities are required, it shall be the Grantee's responsibility, at Grantee's sole cost and expense to restore Grantor's property and the easement property to the greater of; i) as near as reasonably possible to the condition prior to the construction, maintenance, and operation or reconstruction of the Facilities, or ii) to the standards set by the Salt Lake City Landscaping Plan.

Grantee shall not use the easement property for any other purpose than the construction, reconstruction, operation, maintenance, repair, removal and replacement of the Facilities.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor or Grantee light any fires, place or store any flammable or hazardous materials or chemicals on or within the boundaries of the easement. Subject to the foregoing limitations, the surface of the right of way may be used for other purposes not inconsistent, as determined by Grantor with consent of Grantee, with the purposes for which this easement has been granted. Such consent shall not be unreasonably withheld.

These easement rights are available to the Grantee, its heirs, successors, or assigns only until such time as the Facilities upon, under, or across the Easement are permanently abandoned and removed, at which time the title and interest of the Grantee, its heirs successors or assigns, in the rights of the easement shall terminate and revert back to Grantor and the easement shall expire.

Grantor may request this easement to be released if the use of the Grantor's property changes, or if it is determined that terminating the easement is in the best interest of the State of Utah, provided, however, that Grantor shall provide Grantee with a replacement location reasonably acceptable to Grantee on

Grantor's property. Such consent shall not be unreasonably withheld.

All of the Facilities and equipment shall be installed in such a way so as to not interfere with Grantor's access to, and future development of, the property. Grantor reserves the right to use the Easement property for any purpose not inconsistent with the rights granted to Grantee in this easement agreement.

Other than emergency activities, no construction, maintenance or other activities will occur and all construction and maintenance related equipment will be removed from the property one week prior to the opening of the Utah State Fair and will not commence construction or maintenance activities until four days following the end of the State Fair.

Together with and subject to any and all easements, rights-of-way, and restrictions appearing of record or enforceable in law and equity.

This Easement is appurtenant to the property now owned by Grantor and benefited by the Easement, and the Easement shall run with the land.

The Grantor hereby expressly reserves all gas, oil, coal and other minerals in and under the lands covered by the property herein granted.

IN WITNESS HEREOF, the State of Utah, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, has caused this instrument to be executed this 7th day of March A.D., 2011.

GRANTOR:  
STATE OF UTAH  
DIVISION OF FACILITIES CONSTRUCTION  
AND MANAGEMENT

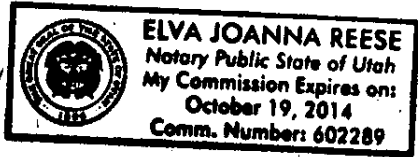
By: *John Nichols*  
John Nichols  
Real Estate and Debt Manager

STATE OF UTAH            )  
  ) §  
COUNTY OF SALT LAKE    )

On this 7th day of March, 2011, personally appeared before me John Nichols, who, being duly sworn, did say that he is the Real Estate and Debt Manager for the State of Utah Division of Facilities Construction and Management, a division of the Department of Administrative Services, State of Utah, and that the foregoing instrument was signed on behalf of said agency by statutory authority, and that the aforesaid agency executed the same.

*Elva Joanna Reese*  
Notary Public

My Commission Expires: 10-19-14



**EXHIBIT A**

An easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of underground electric power transmission, distribution and communication lines and all necessary accessories or appurtenances thereto ("Facilities"), affecting part of Salt Lake County Recorder's Parcel No. **08-35-376-002** further described as follows:

Part of the Grantor's property, being part of an entire tract of property situate in Lots 29 thru 31 and 44 thru 46, of the North Temple Street Subdivision, part of Block 55, Plat "C", Salt Lake City Survey in the S½SW¼ of Section 35, T.1N., R.1W., SLB&M. The boundaries of said parcel of land are described as follow:

Easement 1:

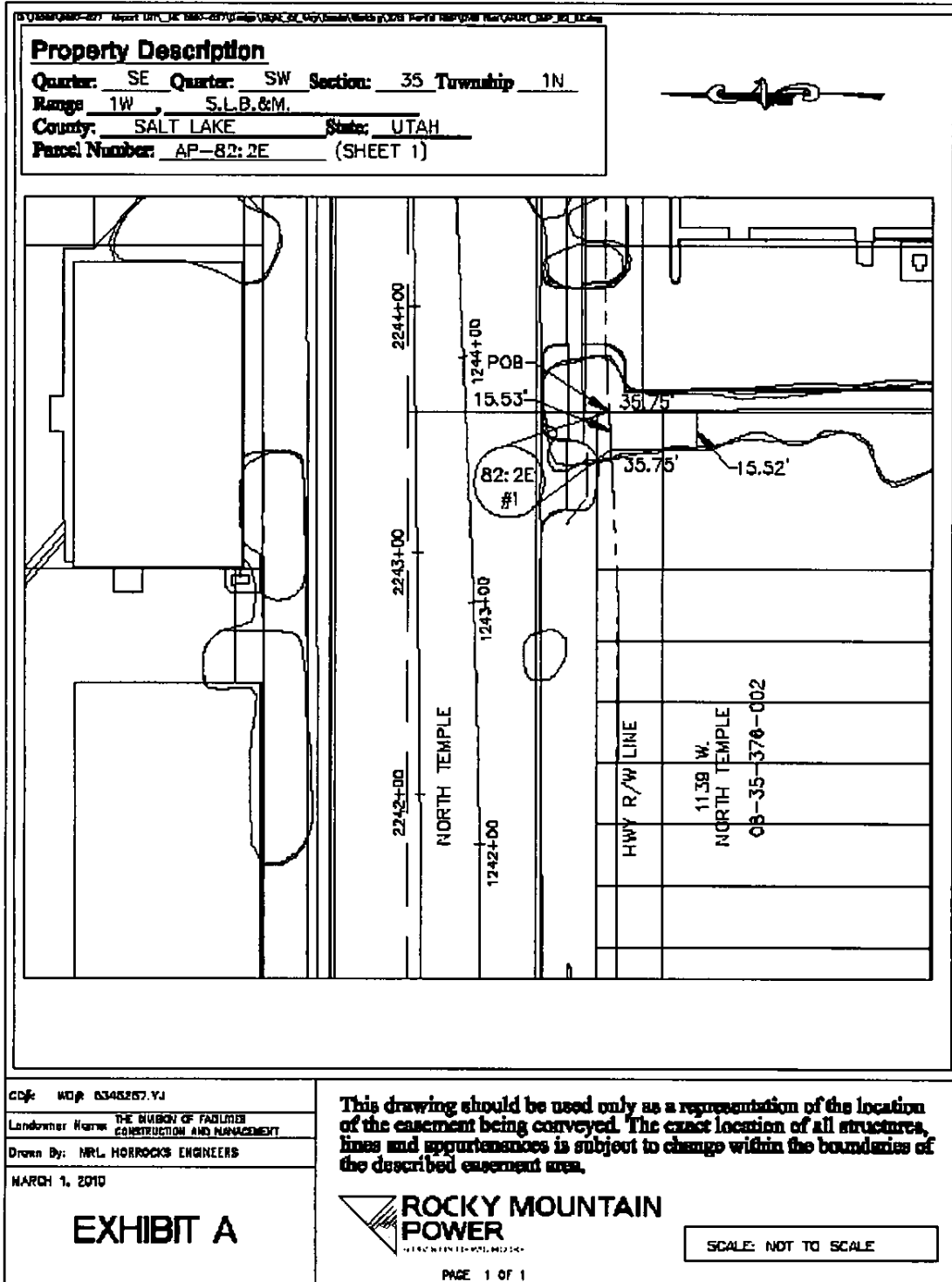
Beginning at a point in the easterly boundary line of said entire tract and the southerly right of way line of North Temple Street, which point is 4.94 feet S.00°00'55"E. (Record South) along the easterly boundary line of the North Temple Street Subdivision from the Northeast Corner of said Subdivision; and running thence S.00°00'55"E. (Record South) 35.75 feet along said boundary line; thence West 15.52 feet; thence North 34.96 feet; thence N.87°06'10"E. 15.53 feet to the point of beginning. The above described part of an entire tract contains 549 square feet in area or 0.013 acre.

Easement 2:

Beginning at a point in the southerly right of way line of North Temple Street, which point is 4.94 feet S.00°00'55"E. (Record South) along the easterly boundary line of the North Temple Street Subdivision and 75.47 feet S.87°06'10"W. and 524.21 feet N.89°55'24"W. from the Northeast corner of said Subdivision; and running thence South 10.00 feet; thence N.89°55'24"W. 53.23 feet; thence North 10.00 feet; thence S.89°55'24"E. 53.23 feet to the point of beginning. The above described part of an entire tract contains 532 square feet in area or 0.012 acre.

The combined total of the three above described easements contains 1,081 square feet in area or 0.025 acre.

Tax Parcel No. 08-35-376-002



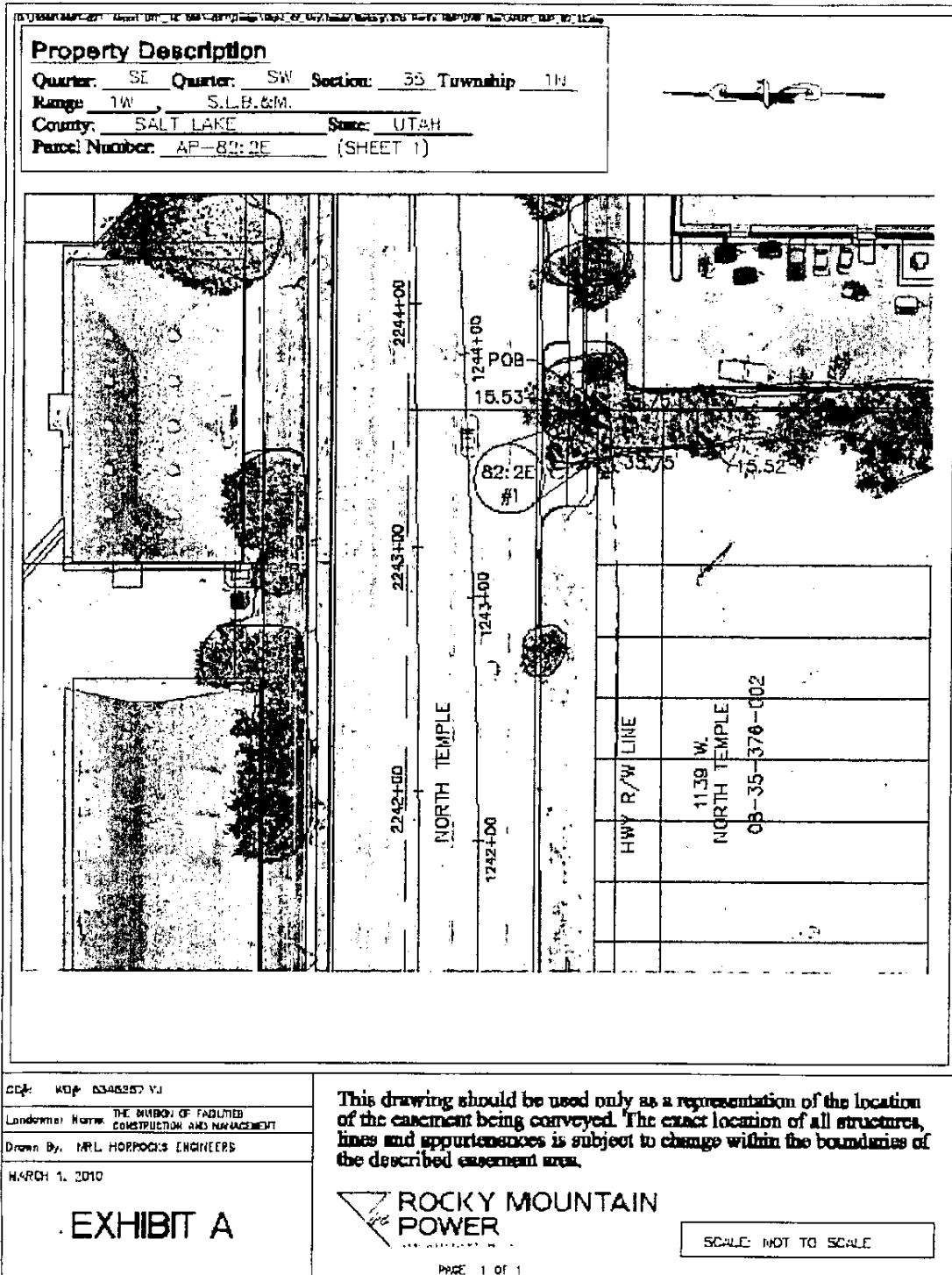
CCF: WOP: 0348287.YJ  
 Landowner Name: THE BUREAU OF FACILITIES CONSTRUCTION AND MANAGEMENT  
 Drawn By: MRL HORROCKS ENGINEERS  
 MARCH 1, 2010  
  
**EXHIBIT A**

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.

**ROCKY MOUNTAIN POWER**  
MEMBER OF THE DOWRY GROUP

SCALE: NOT TO SCALE

PAGE 1 OF 1



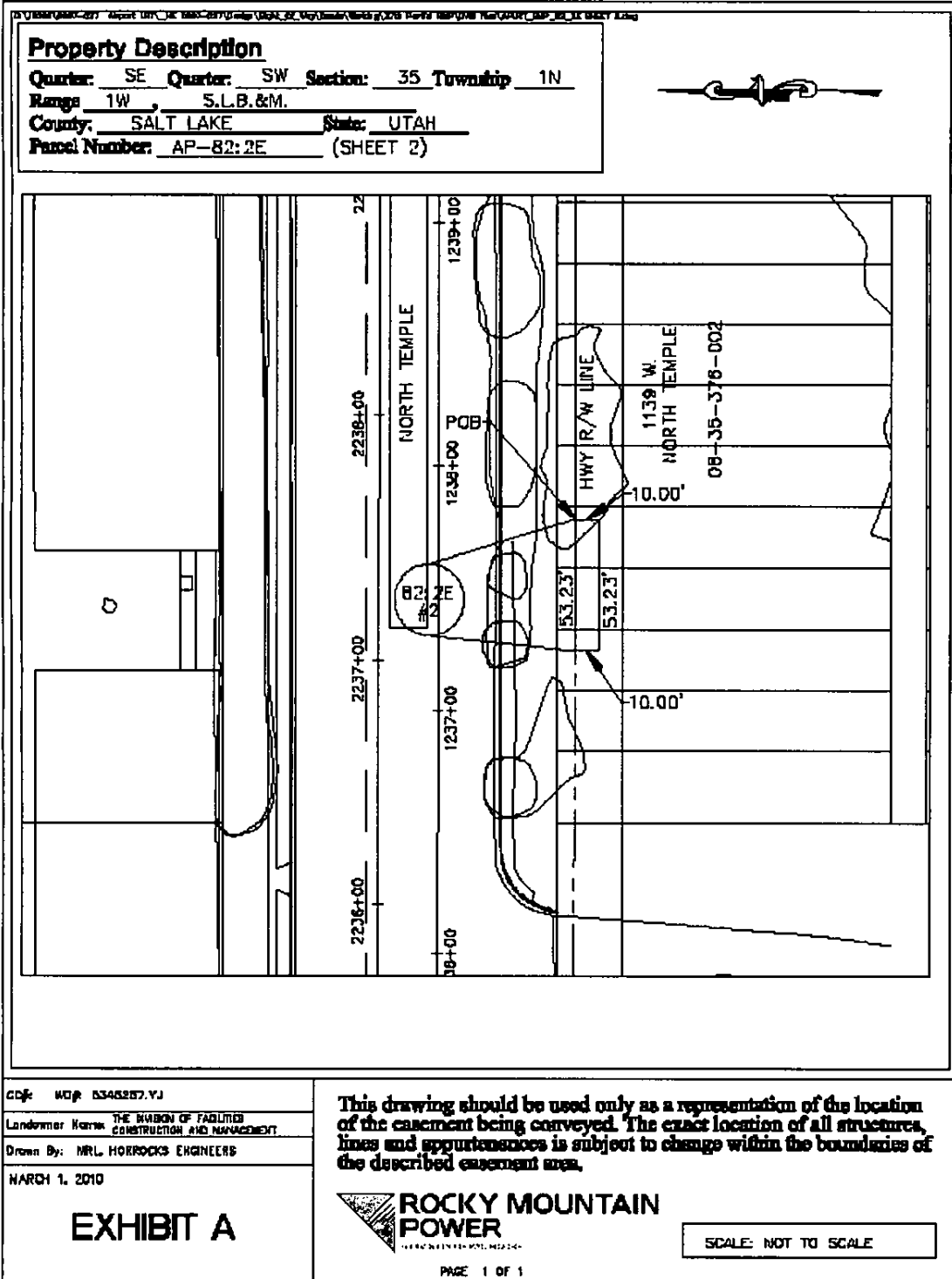
CD# KOP 6348257 VJ  
 Landmark: THE BUREAU OF FACILITIES  
 CONSTRUCTION AND MANAGEMENT  
 Drawn By: MRL HORROCKS ENGINEERS  
 MARCH 1, 2010

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**EXHIBIT A**



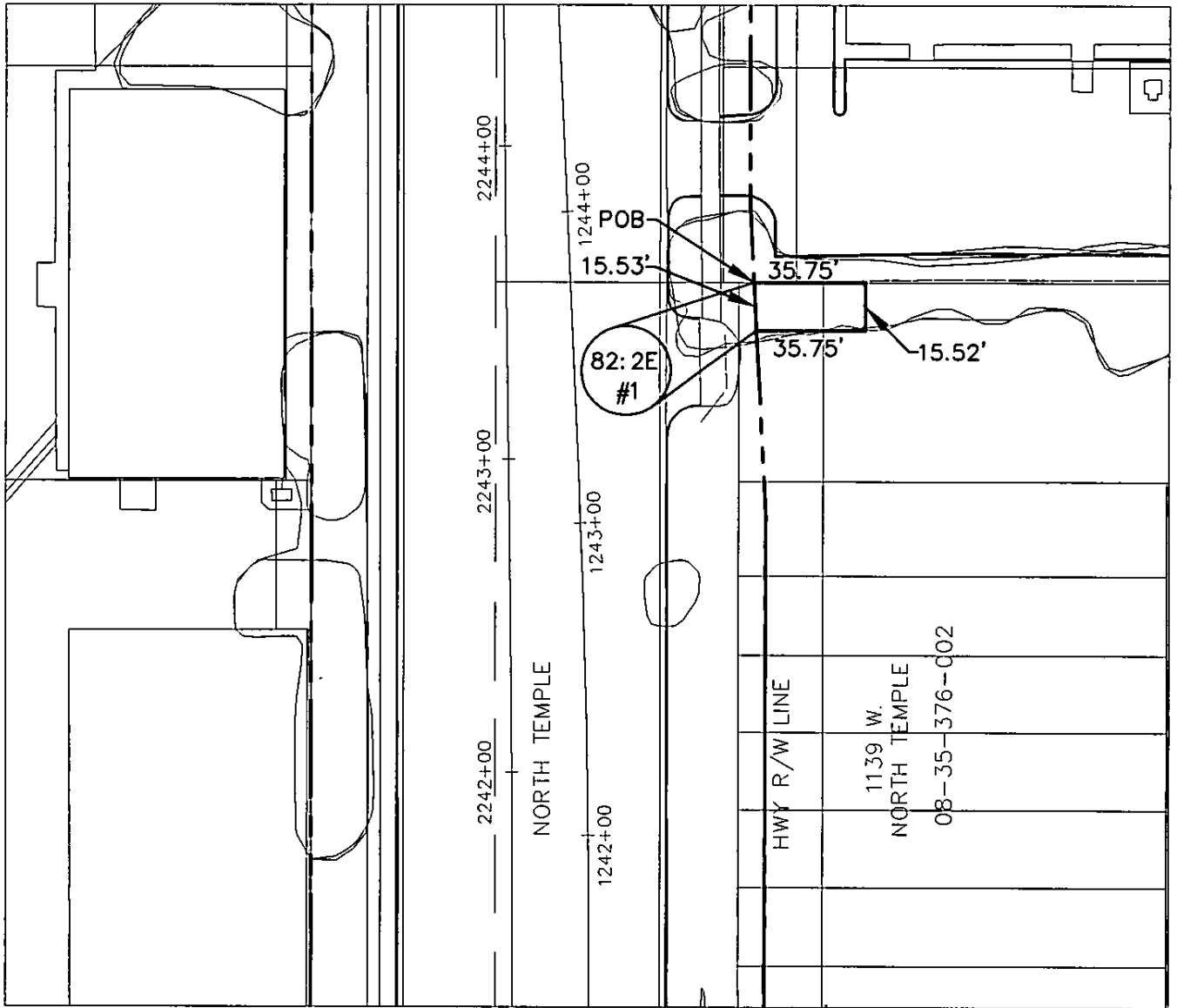
SCALE: NOT TO SCALE





**Property Description**

Quarter: SE Quarter: SW Section: 35 Township 1N  
 Range 1W, S.L.B.&M.  
 County: SALT LAKE State: UTAH  
 Parcel Number: AP-82:2E (SHEET 1)



CC#: WO#: 5345257.YJ

Landowner Name: THE DIVISION OF FACILITIES  
CONSTRUCTION AND MANAGEMENT

Drawn By: MRL HORROCKS ENGINEERS

MARCH 1, 2010

**EXHIBIT A**

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SCALE: NOT TO SCALE