

11148314

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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03/10/2011 03:10 PM \$0.00  
Book - 9910 Pg - 8146-8151-A  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171 7  
BY: ZJM, DEPUTY - WI & P.

Parcel No. 08-35-376-008 (Salt Lake County)

## Underground Easement Agreement

ALRT# AP-79:2E  
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 Six Thousand Five Hundred Thirty Eight Dollars (\$6,538.00) Dollars and other valuable consideration, hereby acknowledged, a non-exclusive easement and right-of-way ("Easement") upon, over, 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 without limitation: supporting poles, guys and anchors, 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, over, 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.

BK 9910 PG 8146

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, over, 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 8 th day of March A.D., 2011.

GRANTOR:  
STATE OF UTAH  
DIVISION OF FACILITIES CONSTRUCTION  
AND MANAGEMENT

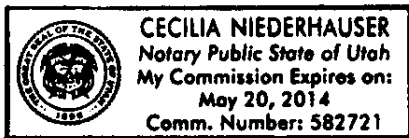
By: John Nichols  
John Nichols  
Real Estate and Debt Manager

STATE OF UTAH            )  
                                  ) §  
COUNTY OF SALT LAKE )

On this 8 th 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 of the 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.

Cecilia Niederhauser  
Notary Public

My Commission Expires: May 20, 2014



**EXHIBIT A**

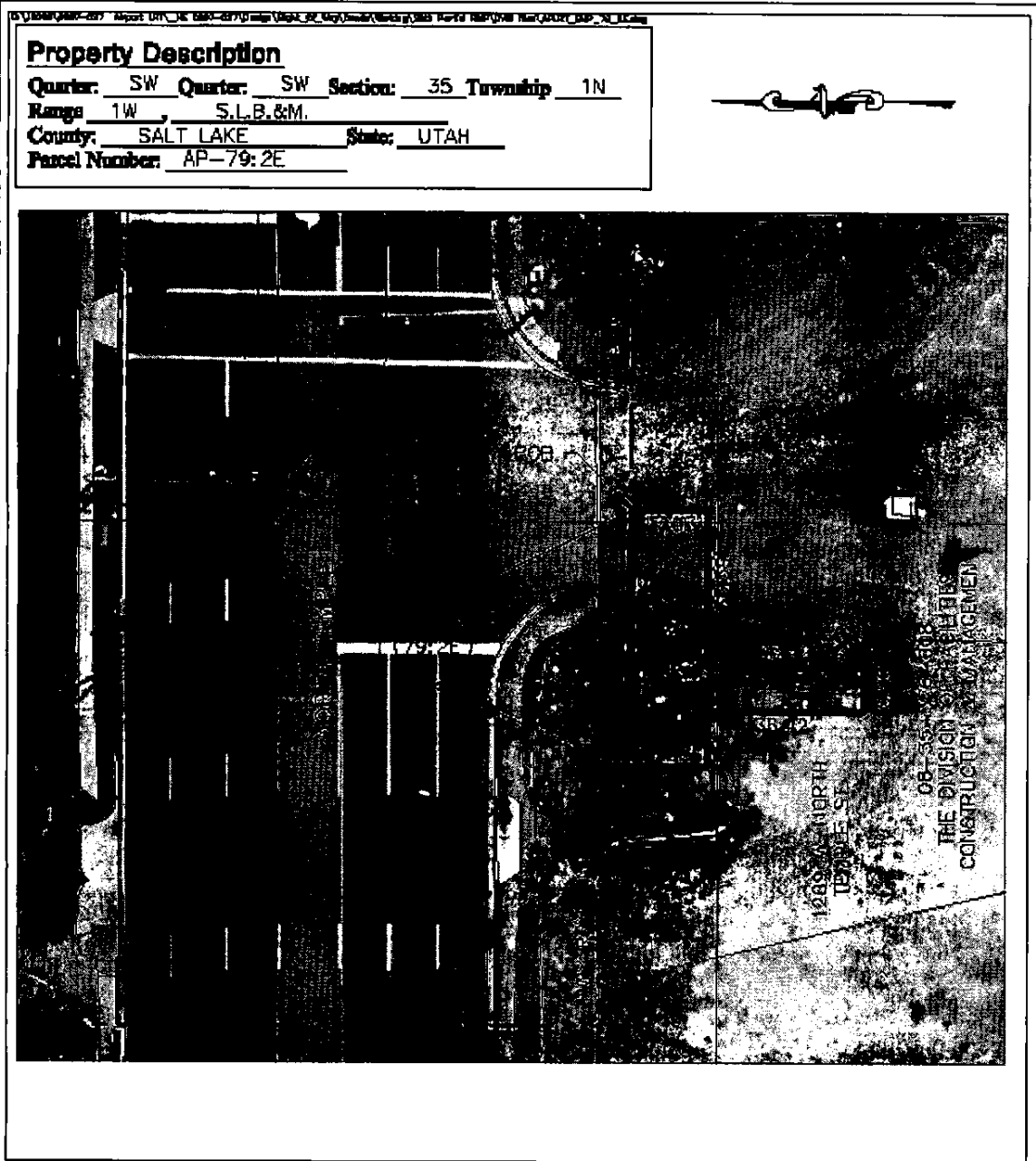
An easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of underground electric power transmission, distribution and communication lines and all necessary accessories or appurtenances thereto ("Facilities"), affecting part of Salt Lake County Recorder's Parcel No. 08-35-376-008 further described as follows:

Part of the Grantor's property, being part of an entire tract of property situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 1 North., Range 1 West., Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly right of way line of North Temple Street, which point is South 00°00'55" East 7.60 and Westerly along said southerly right of way line 65.32 feet along the arc of a 3272.09-foot radius curve to the right (chord bears North 89°51'14" West 65.32 feet) from the Northwest corner of Lot 27 of the North Temple Subdivision; and running thence South 17.03 feet; thence West 35.59 feet; thence South 35.42 feet; thence West 10.00 feet; thence North 35.42 feet; thence West 12.53 feet; thence North 18.28 feet; thence Easterly 58.14 feet along said southerly right of way line along the arc of a 3,272.09-foot radius curve to the left, chord bears South 88°46'23" East 58.14 feet to the point of beginning.

The above described part of an entire tract contains 1,375 square feet in area or 0.032 acres.

Tax Parcel No. 08-35-376-008



**Property Description**  
 Quarter: SW Quarter: SW Section: 35 Township 1N  
 Range 1W S.L.B.&M.  
 County: SALT LAKE State: UTAH  
 Parcel Number: AP-79:2E

CD# W02 8348267.YJ  
 Lender: **THE DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**  
 Drawn By: **MRL HORROCKS ENGINEERS**  
 JUNE 21, 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**  
MEMPHIS, TENNESSEE

PAGE 1 OF 1

SCALE: NOT TO SCALE

