

WO#10037028

RW#20080093

90th St. - Camp W. 345KV

PLEASE RETURN TO:

Rocky Mountain Power

Lisa Louder/YJ

1407 WN Temple Suite 110

Salt Lake City, Utah 84116

Parcel #27-24-402-001,27-25-426-002;

33-01-300-005

RECORDED

MAR 30 2010

CITY RECORDER UTILITY PERMIT

THIS UTILITY PERMIT (this "Permit"), made and entered into as of _____, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah ("City"), and PACIFICORP, an Oregon corporation dba Rocky Mountain Power, whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah 84140 ("Permittee"),

WITNESSETH:

WHEREAS, City is the owner of certain real property in Salt Lake County, Utah, within which is situated its Jordan and Salt Lake City Canal (the "Canal"); and

WHEREAS, Permittee is desirous of obtaining a permit from City for using part of such property for the installation of an overhead 345 kV Transmission line as well as the existing aerial 138 kV and 345kV Line, known as the 90th South – Camp Williams (the "Facilities") at the following locations 1) 11400 to 11600 South and Lone Peak Drive 2) 12400 South Lone Peak Parkway 3) 13900 South 400 West; and

WHEREAS, City is willing to grant a permit for such use,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. For the sum of one thousand dollars (\$1,000.00) and other valuable consideration, the receipt of which are hereby acknowledged, City hereby grants permission and license to Permittee to install and maintain the Facilities within the premises described in Exhibit "A" "B" and "C" attached hereto and by this reference made a part hereof (the "Premises").

2. Prior to any installation, the Permittee's plans, specifications and timetable for installation of said facilities shall be submitted to and must be approved by the City's Director of Public Utilities ("Director") before any work thereon may commence. Permittee will make any changes in such plans, specifications or timetable as and when requested by said Director. Except for Emergencies, construction work is only allowed within the Premises from **November 1 to March 1** during the City's non-irrigation season. The following items are required as part of this permit:

3. Permittee agrees not to erect any structures other than the Facilities or make any other improvements on the Premises. Permittee agrees to perform all such installation pursuant to all applicable federal laws or regulations, City ordinances, and Salt Lake County and State law. Installation and maintenance of the Facilities on the Premises shall be at Permittee's sole expense.

4. Permittee will, at Permittee's sole expense, and within the time and when requested in writing by the City, remove or alter the facilities installed by Permittee on the Premises. City shall cooperate with Permittee to secure an alternate location within the City's property, provided that the continued location of the facilities within the City's Canal property is compatible with the present or future use of the property by the City.

11381428
05/01/2012 10:32 AM #28-00
Book - 10013 Pg - 4355-4355
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH BY: JCR, DEPUTY - MI 9 P.
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171

5. Permittee agrees that at all times this Permit shall be subject to any use of the Premises City may desire, and City shall not be liable to Permittee for any loss of use or damage to Permittee's Facilities resulting from such use; provided, however, that City shall use reasonable attempts to avoid damaging the Facilities and shall give notice to Permittee in the event of any damage to the Facilities.

6. Permittee agrees, upon written notice from the Director, to repair any damage caused to the Premises or the Canal as a result of use of the Premises by Permittee and its agents, employees or invitees.

7. This Utility Permit is subject to revocation by the City for non-compliance by Permittee with the terms hereof. Permittee shall cure any event of non-compliance within sixty (60) days after receipt by Permittee of written notice from the City identifying the same. In the event such event cannot be reasonably cured within such time period, such time period shall be extended by the City, provided that Permittee shall commence corrective action within such time period, and shall diligently and in good faith pursue the same to completion. In the event Permittee fails to cure an event of non-compliance as provided above, the City may revoke this Utility Permit by giving written notice to Permittee. Upon receipt of such notice, Permittee shall remove any facilities or improvements from the said Premises, restoring the surface of the Premises as near as possible to its condition prior to the date hereof.

8. Permittee agrees to indemnify, hold harmless and defend City, and its officers, agents and employees, from and against all claims, mechanics liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorney's fees, arising out of or by reason of Permittee's use of the Premises or any activities conducted thereon by Permittee, or Permittee's agents, employees, invitees or trespassers.

9. Any ambiguity in this Utility Permit shall be construed in favor of the City.

10. This permit is not assignable.

11. This Permit embodies the entire agreement between the parties and cannot be changed except through a written instrument signed by both parties.

12. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Permittee represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year herein first above written.

SALT LAKE CITY CORPORATION

By [Signature]
DEPUTY DIRECTOR, DEPARTMENT OF
PUBLIC UTILITIES

ATTEST AND COUNTERSIGNED:

[Signature]
DEPUTY CITY RECORDER

RECORDED

MAR 20 2010

Approved to Form:

[Signature]
Senior City Attorney



CITY RECORDER

PACIFICORP
dba ROCKY MOUNTAIN POWER

[Signature]
By: Harold Dudley
Title: Property Agent - Lead Dr.

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 17 day of March, 2010, personally appeared before me Harold Dudley, who, being by me duly sworn, did say that he/she is the Property Agent - Lead Dr. of PACIFICORP, an Oregon corporation, and that the foregoing instrument was signed in behalf of said company by authority of a resolution of its board of directors; and said person acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires: _____



Exhibit "A"

CITY: JORDAN AND SALT LAKE CITY CANAL

PARCEL#: 27-24-402-003

PERMITEE: PACIFICORP

WORK ORDER: 10030404

DATE: 9/17/2009:

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 89°45'44" EAST BETWEEN THE FOUND WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE FOUND CENTER SECTION MONUMENT FOR SAID SECTION 24.

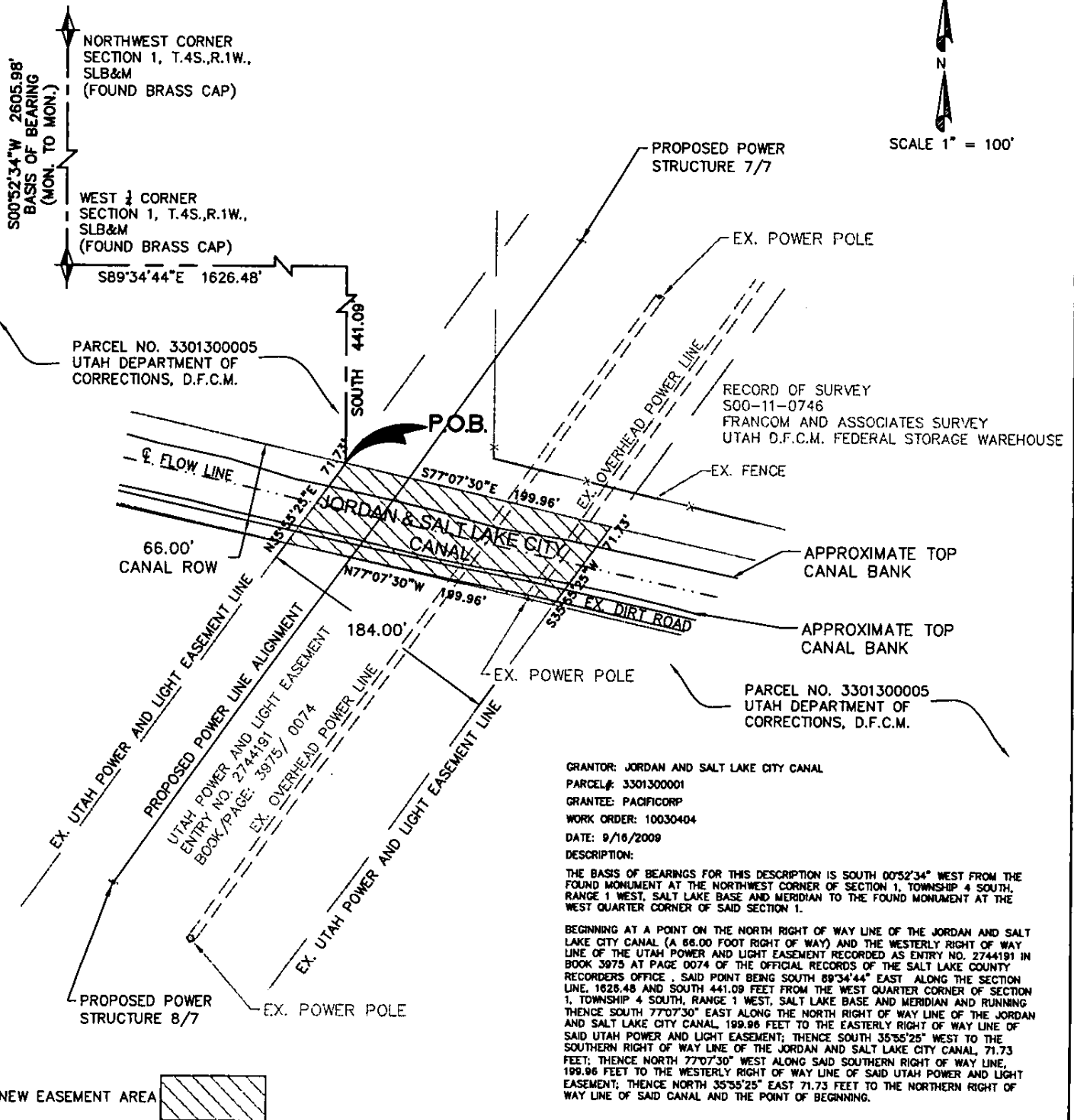
BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 11400 SOUTH STREET AND THE EASTERLY BOUNDARY LINE OF THE UTAH POWER AND LIGHT COMPANY CORRIDOR, RECORDED AS ENTRY NO. 2722205 IN BOOK 3905 AT PAGE 169 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT BEING SOUTH 89°45'44" EAST ALONG THE SECTION LINE, 856.80 FEET AND SOUTH 81.66 FEET FROM THE CENTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°04'14" WEST ALONG SAID UTAH POWER AND LIGHT CORRIDOR, 137.32 FEET MORE OR LESS, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE JORDAN AND SALT LAKE CITY CANAL AS RECORDED ON MARCH 11, 1882 IN BOOK "S" ON PAGES 745-746 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE (A 66.00 FOOT WIDE RIGHT OF WAY BEING 41.25 FEET ON THE WESTERLY AND 24.75 FEET ON THE EASTERLY SIDE THEREOF); THENCE ALONG SAID CANAL RIGHT OF WAY LINE THE FOLLOWING THREE (3) CALLS: 1) SOUTH 22°45'05" WEST 260.88 FEET; 2) SOUTH 18°24'22" WEST 187.39 FEET (3) SOUTH 20°41'30" WEST 69.44 FEET TO THE WESTERLY BOUNDARY LINE OF SAID UTAH POWER AND LIGHT CORRIDOR; THENCE NORTH 00°04'14" EAST ALONG SAID WESTERLY BOUNDARY LINE, 201.00 FEET MORE OR LESS, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE JORDAN AND SALT LAKE CITY CANAL; THENCE ALONG SAID CANAL THE FOLLOWING THREE (3) CALLS: 1) NORTH 18°24'22" EAST 68.48 FEET; 2) NORTH 22°45'05" EAST 356.81 FEET (3) 29.30 FEET ALONG THE ARC OF A 303.72 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 27°44'03" EAST 29.29 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID 11400 SOUTH STREET; THENCE SOUTH 88°33'51" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 11.28 FEET TO THE EASTERLY BOUNDARY OF SAID UTAH POWER AND LIGHT CORRIDOR AND THE POINT OF BEGINNING.

CONTAINS 0.76 ACRES OR 33,148 SF MORE OR LESS

PACIFICORP 90th SOUTH CORRIDOR

EXHIBIT A-1

GRANTOR: JORDAN AND
SALT LAKE CITY CANAL



CONTAINS 0.30 ACRES OR 13,198 SF

| NO. | | DATE | REVISIONS |
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| PROJ/ENG | DISCIPLINE ENG. |
| PLG 12 | |
| DATE: 9/18/2009 | PROJECT ENG. |
| ENG. | DES. |
| DR. | CH. |
| APPROVAL ENG. | |

A MEMBERSHIP ENERGY HOLDING COMPANY

SCALE: 1" = 100'

Exhibit "B"

CITY: JORDAN AND SALT LAKE CITY CANAL

PARCEL#: 27-25-426-002

PERMITEE: PACIFICORP

WORK ORDER: 10030404

DATE: 9/17/2009:

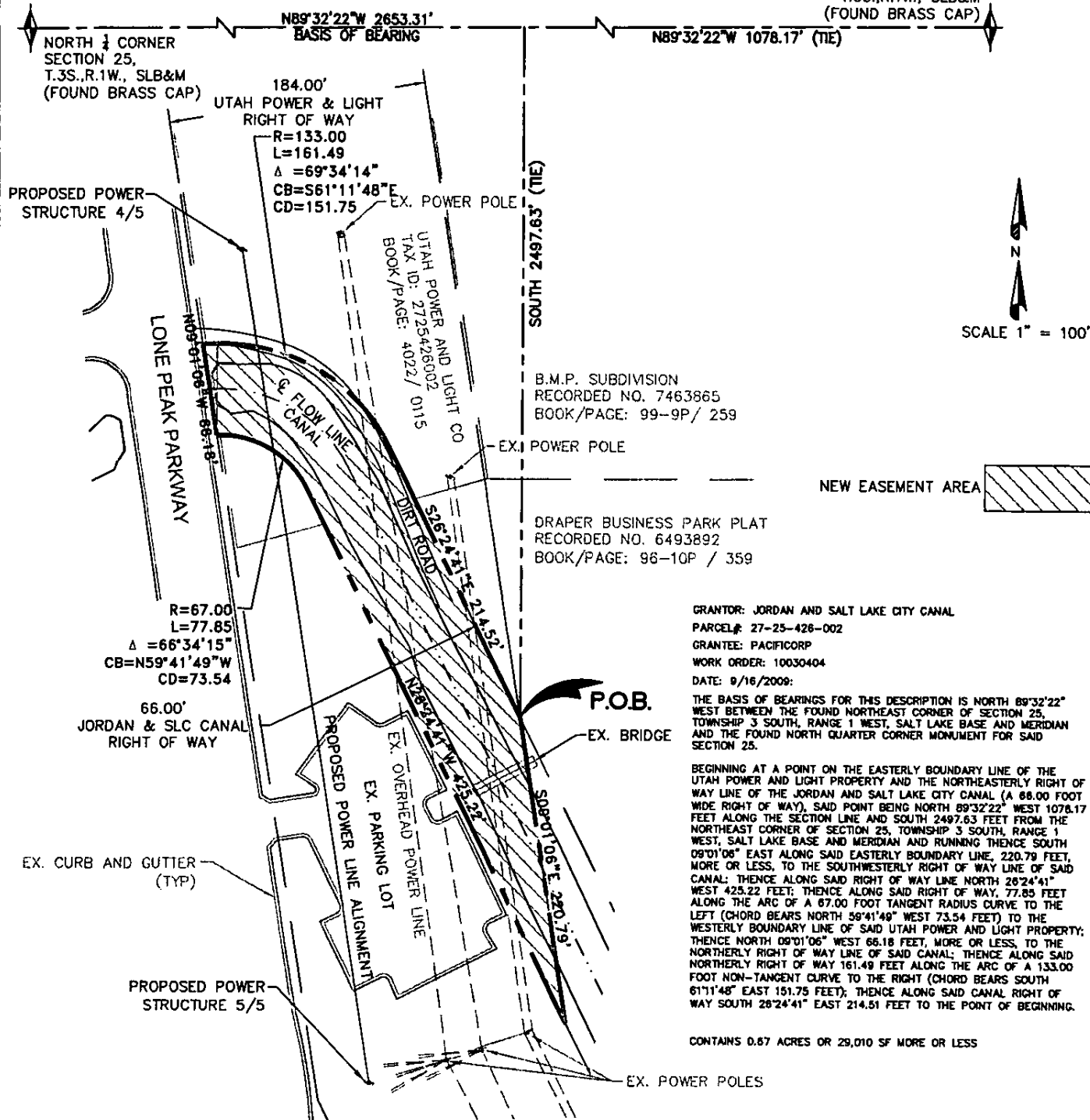
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH $89^{\circ}32'22''$ WEST BETWEEN THE FOUND NORTHEAST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE FOUND NORTH QUARTER CORNER MONUMENT FOR SAID SECTION 25.

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY LINE OF THE UTAH POWER AND LIGHT PROPERTY AND THE NORTHEASTERLY RIGHT OF WAY LINE OF THE JORDAN AND SALT LAKE CITY CANAL (A 66.00 FOOT WIDE RIGHT OF WAY), SAID POINT BEING NORTH $89^{\circ}32'22''$ WEST 1078.17 FEET ALONG THE SECTION LINE AND SOUTH 2497.63 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH $09^{\circ}01'06''$ EAST ALONG SAID EASTERLY BOUNDARY LINE, 220.79 FEET, MORE OR LESS, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID CANAL; THENCE ALONG SAID RIGHT OF WAY LINE NORTH $26^{\circ}24'41''$ WEST 425.22 FEET; THENCE ALONG SAID RIGHT OF WAY, 77.85 FEET ALONG THE ARC OF A 67.00 FOOT TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH $59^{\circ}41'49''$ WEST 73.54 FEET) TO THE WESTERLY BOUNDARY LINE OF SAID UTAH POWER AND LIGHT PROPERTY; THENCE NORTH $09^{\circ}01'06''$ WEST 66.18 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CANAL; THENCE ALONG SAID NORTHERLY RIGHT OF WAY 161.49 FEET ALONG THE ARC OF A 133.00 FOOT NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH $61^{\circ}11'48''$ EAST 151.75 FEET); THENCE ALONG SAID CANAL RIGHT OF WAY SOUTH $26^{\circ}24'41''$ EAST 214.51 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.67 ACRES OR 29,010 SF MORE OR LESS

GRANTOR: JORDAN AND
SALT LAKE CITY CANAL
COMPANY

NORTHEAST CORNER
SECTION 25,
T.3S.,R.1W., SLB&M
(FOUND BRASS CAP)




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| PROJ/ER# PL# 12 DATE: 9/16/2009 ENG. DES. DR. CHL SCALE: 1" = 100' | | DISCIPLINE ENG. PROJECT ENG. APPROVAL ENG. |  | NO. | DATE | REVISIONS |
|---|--|--|---|-----------------------------|------------------------------|-----------------------------------|

Exhibit "C"

CITY: JORDAN AND SALT LAKE CITY CANAL

PARCEL#: 33-01-300-001

PERMITEE: PACIFICORP

WORK ORDER: 10030404

DATE: 9/17/2009

DESCRIPTION:

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 00°52'34" WEST FROM THE FOUND MONUMENT AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO THE FOUND MONUMENT AT THE WEST QUARTER CORNER OF SAID SECTION 1.

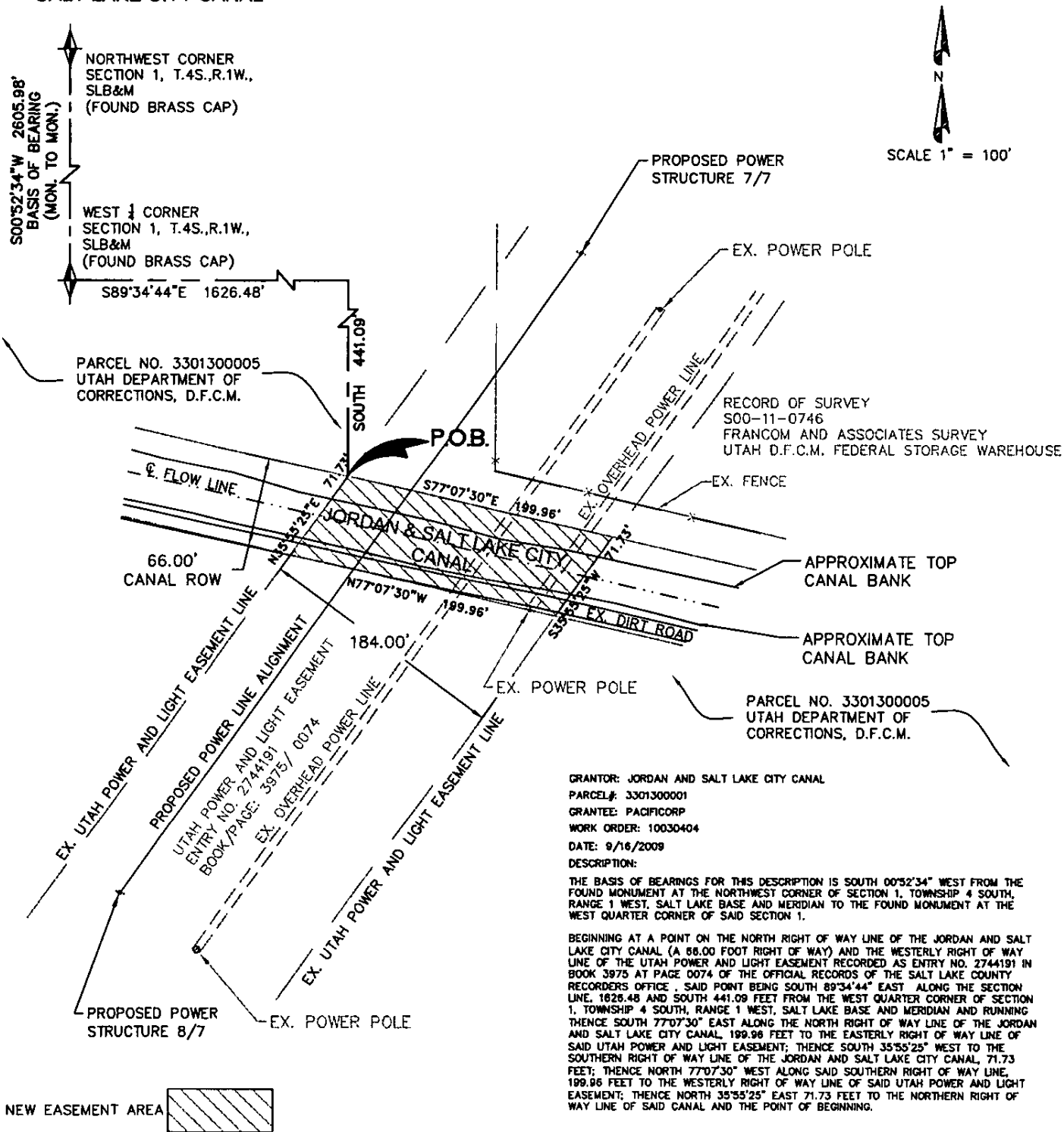
BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF THE JORDAN AND SALT LAKE CITY CANAL (A 66.00 FOOT RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY LINE OF THE UTAH POWER AND LIGHT EASEMENT RECORDED AS ENTRY NO. 2744191 IN BOOK 3975 AT PAGE 0074 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT BEING SOUTH 89°34'44" EAST ALONG THE SECTION LINE, 1626.48 AND SOUTH 441.09 FEET FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 77°07'30" EAST ALONG THE NORTH RIGHT OF WAY LINE OF THE JORDAN AND SALT LAKE CITY CANAL, 199.96 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID UTAH POWER AND LIGHT EASEMENT; THENCE SOUTH 35°55'25" WEST TO THE SOUTHERN RIGHT OF WAY LINE OF THE JORDAN AND SALT LAKE CITY CANAL, 71.73 FEET; THENCE NORTH 77°07'30" WEST ALONG SAID SOUTHERN RIGHT OF WAY LINE, 199.96 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID UTAH POWER AND LIGHT EASEMENT; THENCE NORTH 35°55'25" EAST 71.73 FEET TO THE NORTHERN RIGHT OF WAY LINE OF SAID CANAL AND THE POINT OF BEGINNING.

CONTAINS 0.30 ACRES OR 13,198 SF


PACIFICORP 90th SOUTH CORRIDOR

EXHIBIT AC-1

GRANTOR: JORDAN AND
SALT LAKE CITY CANAL



CONTAINS 0.30 ACRES OR 13,198 SF

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| | |  A MIDAMERICAN ENERGY HOLDINGS COMPANY | NO. | DATE | REVISIONS |
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| PL# 12 | | | | | |
| DATE: 9/16/2009 | | | | | |
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| SCALE: 1" = 100' | | | | | |
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