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 Gary W. Ott
 Recorder, Salt Lake County, UT
 HIGHLAND TITLE AGENCY
 BY: eCASH, DEPUTY - EF 10 P.

WHEN RECORDED, RETURN TO:
 Qwest Corporation
 Attn: Ralph Vigil
 1425 West 3100 South
 West Valley City, Utah 84119

QWEST RW#11-151-01UT

Tax ID No. 20-35-200-016

NON-EXCLUSIVE EASEMENT AGREEMENT

This Non-Exclusive Easement Agreement ("Easement") is made this 31st day of May, 2011, by and between PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, whose principal office is located at 1407 West North Temple, Salt Lake City, Utah 84116, ("Grantor") and QWEST CORPORATION, a Colorado corporation, with a mailing address of 1801 California Street, 51st Floor, Denver, Colorado 80202, its successors in interest and assigns ("Grantee").

RECITALS

A. Grantor owns a certain parcel of land ("Grantor's Land") located in Salt Lake County, Utah which is more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof, which land is utilized by Grantor for the use, operation, and maintenance of large, high voltage electric transmission lines, substations, and other similar or related utility purposes.

B. Grantee owns certain communications facilities presently located within a right of way owned and maintained by the Utah Department of Transportation ("UDOT"). UDOT is requiring the relocation of the facilities to Grantor's Land to which Grantor has agreed subject to the terms and conditions set forth in this Easement.

C. Grantee desires to install or to have the UDOT install six four-inch conduits, inner duct(s), a manhole, wiring, fiber and certain related telecommunications facilities (collectively, the "Facilities") that are or will be located upon that portion of the Grantor's Land which is legally described on Exhibit "B" attached to this Agreement (the "Easement Property"), and thereafter to operate, maintain, repair, inspect, upgrade and replace the Facilities, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys a non-exclusive, perpetual easement to Grantee for the sole purpose of constructing, operating, maintaining, repairing, inspecting, upgrading and replacing the Facilities within the Easement Property.

2. Grantee's Use.

a. Grantee shall have a right to install, operate, inspect repair, replace, and maintain the Facilities subject to the terms and conditions set forth herein.

b. Grantee, its successors and assigns, will not use or permit its contractors to use on the Easement Property construction cranes or other equipment that violates OSHA and Utah High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the Easement Property. Grantee will not excavate within 50 feet of Grantor's transmission structures without the express written prior approval of Grantor; provided, however, Grantee shall be permitted to excavate within the Easement Property north of the No Dig Line (as defined in Exhibit "B") without prior written approval. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the Easement Property. At no time shall Grantee place any equipment or materials of any kind in the Easement Property that exceed fifteen (15) feet in height, or that create a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the Easement Property shall comply with OSHA and Utah High Voltage Act Safety Clearance Standards and any and all other applicable federal, state and local laws, rules, regulations and codes. All changes to existing grade must be approved in advance by Grantor. Grantee shall have no liability or responsibility for the actions of UDOT and its contractors within the Easement Property or on other portions of Grantor's Land.

c. This Easement and the uses describe herein are limited to the construction, operation, maintenance, repair, inspection, upgrade and replacement of the identified Facilities along the route described herein.

d. The Facilities shall be installed a minimum of three (3) feet north of the south boundary of the Easement Property. Grantor acknowledges that the initial installation of the conduit and compaction of the soil surrounding the conduit shall be performed by UDOT, not Grantee.

e. Any communications facilities installed by Grantee on the Easement Property shall be designed and constructed to meet Grantor's load requirements-sufficient to protect the drainage facility from Grantor's use of the Easement Area for its power lines. The design load requirements of Grantor's maintenance, operation, and construction equipment shall be

37,000 pounds per axle (including wire pullers and similar equipment weighing an excess of 120,000 pounds and cranes weighing 130,000 pounds) within the Easement Property.

3. Conduct of Grantee. At all times, all actions of Grantee on or about the Easement Property or in connection with the Easement Property and all activities of Grantee contemplated by this Easement shall be taken in full and strict compliance with all governmental laws and requirements. Grantee shall be responsible for compliance with all applicable federal, state, and local requirements for the construction, operation, use, and maintenance of the Facilities.

4. Restoration of Easement Property. Upon completion of the installation of the Facilities and appurtenant parts or any other activities that disturb the surface of the Easement Property or Grantor's Land, Grantee shall promptly restore the surface of such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor; provided, however, the restoration of the Grantor's Land following the initial installation of the Facilities shall be performed by, and shall be the responsibility of, UDOT.

5. Subject to Existing Rights. This Easement is granted subject to all easements and encumbrances of record as of the date hereof. Grantee has notice that there may be existing easements upon Grantor's Land, including but not limited to water lines, communication lines and power lines.

4. Ingress and Egress. Grantee shall have the right of ingress and egress to and from said Easement Property over and across Grantor's Land at such locations as Grantor shall, from time to time designate, provided that such access does not interfere with Grantor's utility operations.

5. Mechanics' Liens. Grantee shall, at all times, keep the Easement Property and Grantor's Land free from mechanics' lien claims or similar liens arising on account of any act by or on behalf of Grantee. Prior to commencing or contracting for any work to be performed on or about Grantor's Land or the Easement Property, Grantee shall provide written notice to all contractors, and material suppliers with respect to such work that any mechanics' lien claim on account of the provision of such work or materials shall attach only to Grantee's interest in the Easement Property under this Easement and shall not, in any event, attach to any interest of Grantor in the Easement Property or Grantor's Land. In the event any mechanics' lien is recorded with respect to the Easement Property or Grantor's Land on account of any activity of Grantee or any use of the Easement Property or Grantor's land by or on behalf of Grantee, Grantee shall, within thirty (30) days of notice by Grantor (or, if earlier, within 30 days of a complaint being filed to enforce such mechanics' lien), cause such mechanics' lien to be removed by posting a bond with the district court as permitted by statute. Notwithstanding the foregoing, Grantee shall have no liability for, or responsibility to remove from the Easement Property or Grantor's Land, any mechanic's lien filed by any contractor, laborer, supplier or other party engaged by UDOT.

6. Maintenance. At all times, Grantee shall maintain the Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Facilities in compliance with all applicable governmental requirements. Without limiting the generality of the preceding, all improvements constructed by Grantee shall meet or exceed all applicable requirements and specifications of all

governmental agencies having jurisdiction of matters relating to storm water drainage. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

7. Relocation. In the event the Facilities interfere with Grantor's use of the Easement Property or Grantor's Land, Grantee shall remove its Facilities or, if a replacement alignment is available, relocate the Facilities to a location on Grantor's Land mutually agreeable to Grantor and Grantee, at Grantee's sole cost and expense, and Grantor shall provide Grantee with a new easement, substantially in the form of this Easement, for the new location, if a replacement alignment is available. Such relocation shall be completed within a reasonable time after notice by Grantor.

8. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Property at their own risk and agree 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 of description of any person or entity (collectively, "Claims") to the extent such Claims arise out of, or are caused by, or result from, (i) the breach by Grantee of any provision of this Easement, (ii) Grantee's use and occupation of the Easement Property in a manner that violates this Easement, or (iii) any negligent act or omission of Grantee.

(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, except to the extent such loss or damage is caused by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, owned by Grantee and located within the Easement Property 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, except to the extent caused by the negligence of any Indemnified Party.

9. Abandonment. If (i) Grantee ceases to use the Easement Property for a period of two consecutive uninterrupted years or more, and (ii) Grantee does not resume use of the Easement Property within 30 days after Grantee's receipt of written notice from Grantor that it intends to declare the Easement abandoned under this Section 9, then this Easement shall terminate at the end of such 30-day period. Upon termination Grantee shall remove its facilities and restore the land as near as possible to its condition prior to Grantee's entry thereon; or, with Grantor's prior written permission, leave all or a portion of its facilities in place and relinquish all right, title, and interest to the Grantor. In the event Grantee should leave its communications facilities in place, Grantee shall nevertheless continue to indemnify Grantor as provided in paragraph above.

10. Grantor's Use. Grantor expressly reserves the right to use the Easement Property for its own business purposes, including the right to cross and re-cross the Easement Property with equipment, personnel, overhead or underground power lines, and access roads at any

location or locations and to grant or convey additional uses of the Easement Property to others for any purpose not inconsistent with the rights granted hereunder, so long as such use by Grantor and such grant of additional uses to third parties do not unreasonably interfere with Grantee's rights granted under this Easement. Grantee will provide adequate protection for the Facilities for such uses.

11. Taxes and Assessments. Grantee shall pay all taxes and assessments of any kind which shall be levied against the Easement by reason of Grantee's use or occupancy thereof, except those being contested in good faith, and shall keep the Easement free from any liens that may attach thereto by reason of Grantee's use or occupancy thereof.

12. Attorneys' Fees. In the event of any litigation, arbitration, or other proceeding brought to enforce or interpret this Easement, the prevailing Party shall be entitled to receive an award of its reasonable attorneys' fees and costs.

13. Paragraph headings. Paragraph headings are included for reference purposes only and do not constitute part of this Easement.

14. Governing Law. This Easement shall be governed and construed under the laws of the State of Utah without regard to conflicts of law provisions.

15. Severability. Whenever possible, each provision of this Easement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Easement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Easement.

16. Notices. All notices, demands, or other communications to any party required or permitted under this Easement shall be in writing; shall be sent only by certified mail return receipt requested, or by nationally recognized courier service, or by personal delivery; and shall be given:

If to Grantor:

Rocky Mountain Power
Attn: Buffi Morris
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

With a copy to:

Rocky Mountain Power
Attn: Legal Department
201 South Main, Suite 2300
Salt Lake City, Utah 84111

If to Grantee:

Qwest Corporation
1801 California Street
51st Floor
Denver, Colorado 80202

Either party may change its address for receiving notices, demands and other communications under this Easement by providing the other party with notice of such change in the manner set forth in this Section 16.

17. Waiver. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Easement. Any remedy or election under this Easement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

18. Construction. The rule of strict construction does not apply to this Easement. This Easement shall be given a reasonable construction so that the intention of the parties can be carried out.

19. Exhibits. The parties acknowledge and agree that each of the Exhibits attached to this Easement form an integral part of this Easement and by this reference are incorporated herein as if set forth in full verbatim.

20. Authorization. Each individual executing this Easement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Easement in the capacity and for the entity set forth where he signs and that as a result of his signature, this Easement shall be binding upon the party for which he signs.

21. Covenants Run with Land. Each right and obligation in this Easement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of the Grantor's Land to the extent such portion is affected or bound by the right-of-way, easement, covenant, or restriction in question, or to the extent that such right-of-way, easement, covenant, or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any owner of the Grantor's Land whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If Grantor transfers Grantor's Land, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of Grantor contained in this Easement.

22. Entire Agreement. This Easement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Easement and shall be of no further force or effect. This

Easement may not be amended or modified except in writing executed by both of the parties to this Easement.

23. Counterparts. This Easement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Easement shall be dated and effective upon the date of the last signature below:

Grantor:

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

By: *David Beumer*

Its: *Vice President*

Dated: *May 31, 2011*

Grantee:

QWEST CORPORATION

By: *Lalok Vigil*

Its: *DEVELOPMENT AUTHORITY / SR. DESIGNER*

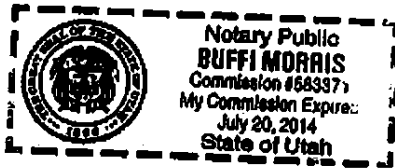
Dated: *05/27/11*

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 31st day of May, 2011, personally appeared before me Douglas Barrion, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, and that the within and foregoing Easement Agreement was signed on behalf of PacifiCorp by actual authority.

Buffi Morris
Notary Public



ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 27th day of May, 2011, personally appeared before me Ralph Vigil, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of QWEST CORPORATION, a Colorado corporation, and that the within and foregoing Easement Agreement was signed on behalf of Qwest Corporation by actual authority.

Buffi Morris
Notary Public

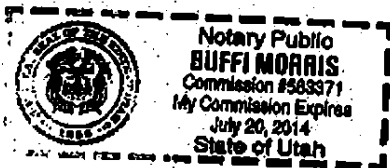


EXHIBIT "A"
(Grantor's Land)

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF 7800 SOUTH STREET WHICH
IS 1342.43 FEET S.89°58'35"W ALONG THE SECTION LINE AND 33.00 FEET
S.00°04'35"W FROM THE NORTHEAST CORNER OF SAID SECTION 35, AND
RUNNING THENCE S.00°04'35"W 350.00 FEET; THENCE S.89°58'35"W 448.97 FEET
TO THE EASTERLY LINE OF AN EASEMENT GRANTED TO KERN RIVER GAS
TRANSMISSION COMPANY RECORDED AS ENTRY NO. 5406966 IN BOOK 6583 AT
PAGE 712 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE
N.00°04'59"E 350.00 FEET ALONG SAID EASTERLY LINE TO THE SOUTH LINE OF
7800 SOUTH STREET; THENCE N.89°58'35"E 448.93 FEET ALONG SAID SOUTH
LINE TO THE POINT OF BEGINNING, CONTAINING 157,133 SQUARE FEET OR
3.607 ACRES.

COURTESY RECORDING

This document is being recorded solely as
a courtesy and an accommodation to the
parties named therein. HIGHLAND TITLE
AGENCY hereby expressly disclaims any
responsibility or liability for the accuracy of
the content thereof.

EXHIBIT "B"
(Easement Property)

PERPETUAL EASEMENT AND NO DIG LINE

A perpetual utility easement, upon part of an entire tract of property, in the NW1/4NE1/4 of Section 35, T. 2 S., R. 2 W., S.L.B. & M., in Salt Lake County, Utah, incident to the construction of a highway known as Project No. MP-0182(6). The boundaries of said part of an entire tract of land are described as follows:

Beginning at the northeast corner of said entire tract in the southerly existing right of way line of 7800 South Street, which corner is 1342.43 ft. S. 89°58'35" W. along the section line and 33.00 ft. S. 00°04'35" W. from the Northeast corner of said Section 35, said corner is also 31.21 ft. perpendicularly distant southerly from the 7800 South Street Right of Way Control Line opposite approximate engineer station 30+45.00; and running thence S. 00°04'35" W. 14.87 ft. along the easterly boundary line of said entire tract; thence S. 89°48'51" W. 295.16 ft.; thence S. 87°56'13" W. 153.89 ft. to the westerly boundary line of said entire tract; thence N. 00°04'59" E. 21.18 ft. along said westerly boundary line to said southerly existing right of way line; thence N. 9°58'35" E. 448.93 ft. along said right of way line to the point of beginning. The above described part of an entire tract of land contains 7,348 square ft. in area or 0.169 acre, more or less.

(Note: Rotate all bearings in the above description 0°15'46" clockwise to match the above said Right of Way Control Line.)

Together with:

A **NO DIG LINE** over and across part of an entire tract of land, in the NW1/4NE1/4 of Section 35, T. 2 S., R. 2 W., S.L.B. & M., in Salt Lake County, Utah, to establish the southerly boundary of utility excavation, incident to the construction of a highway known as Project No. MP-0182(6). The boundaries of said line are described as follows:

Beginning at a point in the easterly boundary line of said entire tract, which point is 1342.43 ft. S. 89°58'35" W. along the section line and 44.87 ft. S. 00°04'35" W. from the Northeast corner of said Section 35, said corner is also 43.08 ft. perpendicularly distant southerly from the 7800 South Street Right of Way Control Line opposite approximate engineer station 30+44.98; and running thence S. 89°48'51" W. 295.22 ft.; thence S. 87°56'13" W. 153.82 ft. to the westerly boundary line and the point of terminus.

(Note: Rotate all bearings in the above description 0°15'46" clockwise to match the above said Right of Way Control Line.)