

When Recorded Please return to:
Salt Lake City Public Utilities
Attention: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
County Parcel No. 16-04-326-001

RECORDED

NOV 21 2012

CONSENT AND LICENSE AGREEMENT

CITY RECORDER

THIS CONSENT AND LICENSE AGREEMENT (this "Agreement") is entered into as of November ____, 2012 (the "Effective Date"), by and between SALT LAKE CITY, a municipal corporation of the State of Utah ("City"), and THE UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah ("University").

RECITALS:

- A. The City is the owner of an interest in certain real property known as the Fifth South Reservoir (the "Fifth South Reservoir Site"), used in the City's water system.
- B. The University is currently designing an expansion of its electrical substation located directly north of the Fifth South Reservoir water tank and east of the University's Rice-Eccles Stadium (the "Substation"), and the University desires to use a portion of the Fifth South Reservoir Site for expansion of the Substation, which expansion will require moving the south fence of the Substation (which is also the north fence of the Fifth South Reservoir water tank) (the "Fence"), approximately 20 feet south.
- C. The City is willing to allow such expansion of the Substation onto the Fifth South Reservoir Site and the relocation of the Fence as described above, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and University agree as follows:

- 1. The Substation has been designed so that the associated electricity does not interfere with the operation of the Fifth South Reservoir. The City grants the University permission and license to occupy and use, subject to the conditions stated hereinafter, the premises located within the Fifth South Reservoir Site described on Exhibit A attached hereto and incorporated into this Agreement by this reference (the "Premises") for the construction, operation, and maintenance of an expansion of the University's Substation, which construction, operation, and maintenance shall be performed at no cost to City:
- 2. The Substation will be constructed in accordance with plans and specifications that have been approved by the Salt Lake City, Department of Public Utilities' Director (the "Plans"). The City hereby consents and agrees to the relocation of the Fence as described above and in accordance with the approved Plans, which relocation shall performed by the University at no cost to the City. The University will take reasonable steps to assure that the relocation of the Fence does not interfere with the City's access or use of the Fifth South Reservoir.

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145528
SALT LAKE CITY, UTAH 84114-5515

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11/29/2012 02:30 PM #0-00
Book - 10082 Pg - 3469-3474
GARRY M. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SALT LAKE COUNTY PUBLIC UTILITIES
PO BOX 145528
SALT LAKE CITY UT 84115
BY: DDK, DEPUTY - M 6 P.

3. The permission, license, and consent granted herein shall continue for so long as the University uses the Premises for the purposes of operating an electrical substation and related improvements; provided, however, this Agreement shall automatically terminate upon the termination of the City's rights to use the Premises.

4. The City acknowledges that PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, holds an easement executed July 11, 1963 and recorded dated January 20, 1964 Entry No. 1973572, Book 2145, Page 223 for a transmission line and other electric equipment and facilities within the area where the substation is being expanded and that all of the covenants and rights attendant to that easement shall continue in full force and effect unless and until revised in writing and properly recorded.

5. This Agreement constitutes the entire agreement between the City and the University concerning the subject matter of this Agreement and it cannot be altered except in writing signed by both the City and the University.

6. University represents that it has not in connection with this Agreement or the Substation expansion described in this Agreement (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 City and the University have caused this Agreement to be signed by their duly authorized officers as of the Effective Date set forth above.

RECORDED


NOV 21 2012

CITY RECORDER

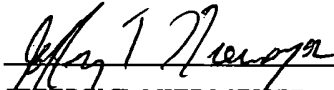
ATTEST AND COUNTERSIGN


CITY RECORDER

APPROVED TO FORM:


Senior City Attorney
Dated 11/20/12

SALT LAKE CITY CORPPORATION,
a Utah municipal corporation


JEFFRY T. NIERMEYER
PUBLIC UTILITIES DIRECTOR



PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

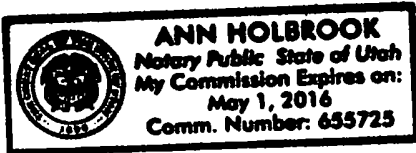
THE UNIVERSITY OF UTAH,
a body politic and corporate of the State of Utah

Arnold B. Combe

By: ARNOLD B. COMBE
Its: VICE PRESIDENT FOR
ADMINISTRATIVE SERVICES

STATE OF UTAH)
 :SS
County of Salt Lake)

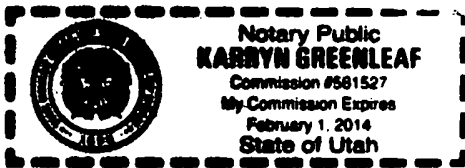
On November 20, 2012, personally appeared before me **Arnold B. Combe**, who, being by me duly sworn did say that he is the **Vice President for Administrative Services**, respectively, of THE UNIVERSITY OF UTAH, and said person acknowledged to me that said corporation executed the same.



Ann Holbrook
NOTARY PUBLIC, residing in
Salt Lake County, Utah

STATE OF UTAH)
 :SS
County of Salt Lake)

On Nov 20, 2012, personally appeared before me **Jeffry T. Niermeyer**, who, being by me duly sworn did say that he is the **Public Utilities Director**, respectively, of SALT LAKE CITY CORPORATION, and said person acknowledged to me that said corporation executed the same.



Karryn Greenleaf
NOTARY PUBLIC, residing in
Salt Lake County, Utah

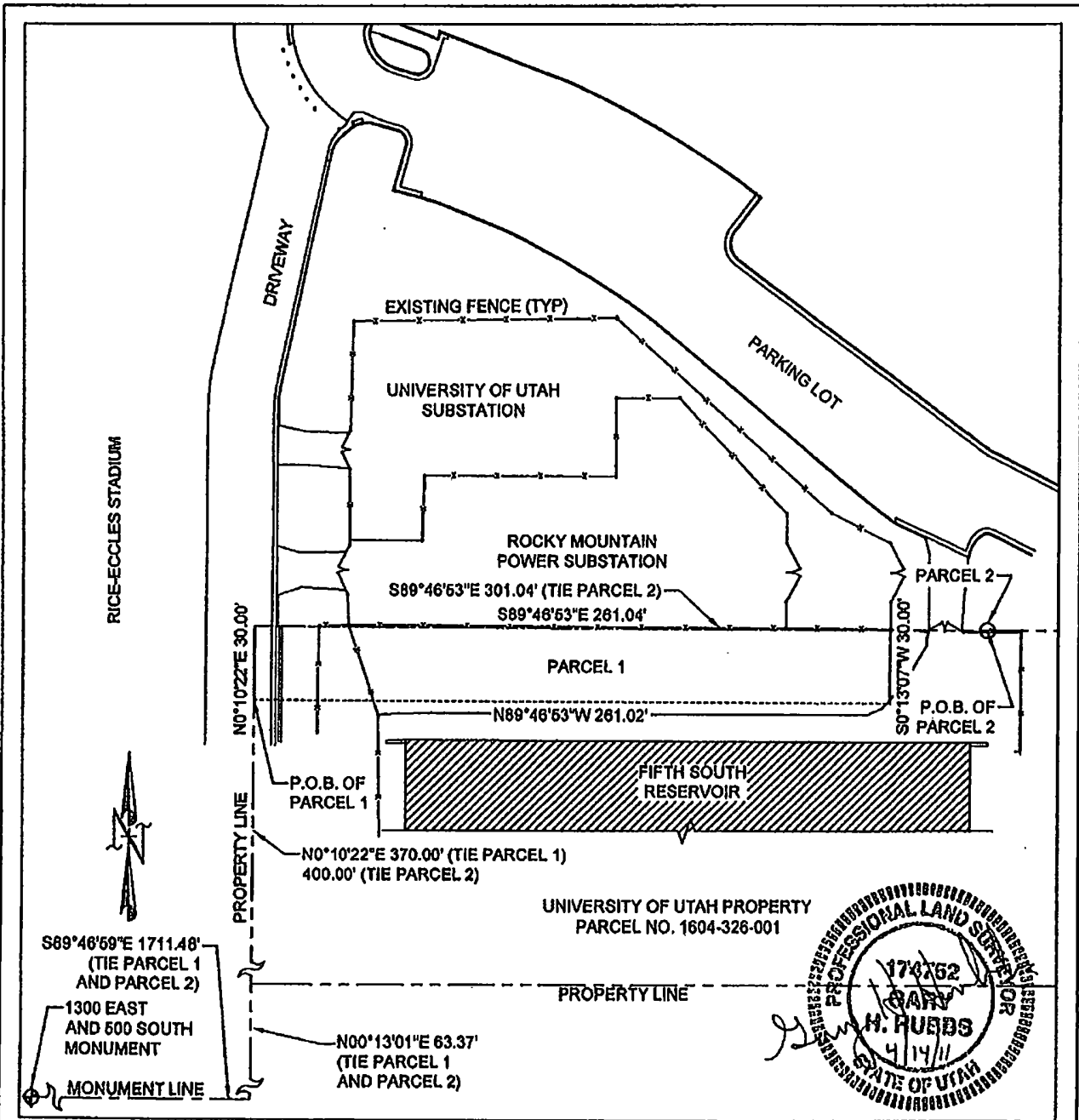
STATE OF UTAH)
 : SS.
County of Salt Lake)

On Nov 21, 12, personally appeared before me **Cindy Mansell**, who, being by me duly sworn, did say that he/she is the **City Recorder**, respectively, of SALT LAKE CITY CORPORATION, and said person acknowledged to me that said corporation executed the same.



Beverly Jones
NOTARY PUBLIC, residing in
Salt Lake County, Utah

PROPERTY OF SALT LAKE
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P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515



EASEMENT DESCRIPTION:

An easement over property owned by The University of Utah, ("Grantors"), situate in Section 4, Township 1 South, Range 1 East, Salt Lake Base & Meridian, Salt Lake County, Utah, and being more particularly described as follows:

The portion of "Grantor's" land shown above (see easement document)

Contains: 0.180 acre, more or less, (as described)

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 RIGHT OF WAY HEREIN GRANTED

REV 0	DATE: 04/07/11	DESC: KOE-004	BY JMM	CHK SRB	APP GH
<p>EXHIBIT "A" THROUGH UNIVERSITY OF UTAH PROPERTY SECTION 4, T.1.S., R.1.E. SALT LAKE BASE & MERIDIAN</p>			<p>SCALE 1"=60'</p>		

PROPERTY OF SALT LAKE CITY RECORDER'S OFFICE
 P.O. BOX 145515
 SALT LAKE CITY, UTAH 84114-5515

Saturday, June 18, 2011

University of Utah

Parcel # 1604-326-001

Two parcels of land, being part of an entire tract of land known as the "Fifth South Reservoir", situate in the Northeast quarter of the Southwest quarter of Section 4, Township 1 South, Range 1 East, Salt Lake Meridian, Salt Lake County, Utah, being described as follows, to wit:

Parcel 1: Beginning at a point on the west line of said "Fifth South Reservoir" which is 1711.48 feet S.89°46'59"E along the monument line and 63.37 feet N.00°13'01"E and 370.00 feet N.00°10'22"E from the City Monument at the intersection of Thirteenth East Street and Fifth South Street and running thence N.00°10'22"E 30.00 feet to the northwest corner of said "Fifth South Reservoir"; thence S.89°46'53"E 261.04 feet along the north line of said "Fifth South Reservoir"; thence S.00°13'07"W 30.00 feet; thence N.89°46'53"W 261.02 feet to the point of beginning. The above described parcel contains 7831 square feet or 0.180 acres.

Parcel 2: A circular parcel of land for an electrical power pole, having a radius of 5.00 feet, the radius point of which lies on the north line of said "Fifth South Reservoir" and being 1711.48 feet S.89°46'59"E along the monument line and 63.37 feet N.00°13'01"E and 400.00 feet N.00°10'22"E and 301.04 feet S.89°46'53"E from the City Monument at the intersection of Thirteenth East Street and Fifth South Street.



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