

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

11651506
5/29/2013 2:38:00 PM \$16.00
Book - 10143 Pg - 2771-2774
Gary W. Ott
Recorder, Salt Lake County, UT
HIGHLAND TITLE AGENCY
BY: eCASH, DEPUTY - EF 4 P.

With a copy to:
Rocky Mountain Power
Transaction Services
1407 W. North Temple, #110
Salt Lake City, Utah 84116
Attn: Buffi Morris

#25740

Tax ID No. 27-24-402-003
Parcel No. 15-7:348:CE
Project No. SP- SP-15-7(156)293

EASEMENT

PACIFICORP, an Oregon Corporation d/b/a ROCKY MOUNTAIN POWER, successor-in-interest to Utah Power and Light ("Grantor"), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten Dollars, a perpetual easement, upon part of an entire tract of property, situate in Salt Lake County, Utah for the purpose of constructing and maintaining a public sidewalk to facilitate the widening of Lone Peak Parkway as part of Project No. SP-15-7(156)293. The easement includes the right of ingress and egress. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantor's successors, heirs and assigns. The boundaries of said part of an entire tract are described as follows:

Beginning in the westerly boundary line of said entire tract, at a point 672.90 feet East along the Quarter Section Line and 341.33 feet S.0°10'02"E. from the Northwest corner of the Southeast one quarter of said Section 24, said point is also 328.27 feet perpendicularly distant southerly from the design line of 11400 South Street of said project, opposite approximate engineer station 289+89.83, and running thence S.3°51'32"E. 84.56 feet; thence S.4°13'13"W. 20.35 feet; thence S.9°53'48"E. 8.20 feet; thence S.4°13'13"W. 39.18 feet; thence S.18°29'15"W. 7.11 feet to the westerly boundary line of said entire tract and a point 486.84 feet perpendicularly distant southerly from said design line, opposite approximate engineer station 289+90.16; thence N. 0°10'02" W. 158.57 feet along said westerly boundary line to the point of beginning.

The above described part of an entire tract contains 516 square feet or 0.012 acre, more or less.

(Note: Rotate above bearings 00°13'49" clockwise to equal highway bearings)

This perpetual easement is granted to Grantee subject to the following conditions:

PacifiCorp Parcel UTSL-0507

1. Grant of Easement. Grantor hereby conveys a perpetual, non-exclusive easement to Grantee in, over, and across the Easement Property for the purpose of constructing, using, maintaining, repairing and replacing a sidewalk.

2. Grantee's Use.

(a) Grantee shall not make or allow to be made any use of the Property that is inconsistent with, or unreasonably interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

(b) Grantee shall not use or permit to be used on the Property, construction cranes or other equipment that violate NESC, OSHA or Utah High Voltage Act clearance standards. Grantee shall not store materials within the Property. Grantee shall not excavate within 50 feet of Grantor's transmission structures. The storage of hazardous materials or refueling of vehicle/equipment is prohibited within the Property. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that pose a risk to human safety within the Property. Grantee's use of the Property area shall comply with NESC, OSHA and Utah High Voltage Act Safety clearance standards.

3. Maintenance. At all times, Grantee shall maintain the sidewalk and appurtenant parts in a safe condition. Grantee shall maintain the facilities in compliance with all applicable governmental requirements.

4. Restoration of Easement Property. Upon completion of the sidewalk and appurtenant parts or any other activities that disturb the surface of the Easement Property or Grantor's Land, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonable required by Grantor.

5. Release and Indemnification.

(a) Grantee and its successors and assigns hereby agree to indemnify, defend and hold harmless Grantor, affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, (the "Indemnified Parties") from and against any and all third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee and its agents, servants, employees, and/or contractors; (ii) the use of the License Area by Grantee, its agents, servants, employees, or contractors; and (iii) any work performed in the License Area by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is applied occurred prior to such expiration or termination. The indemnification provided herein shall not extend to any claims, damages or judgments to the extent caused by Grantor, its employees, agents or contractors. The provisions of this paragraph are not a waiver of the protections of the Utah Governmental Immunity Act.

(b) All personal property and fixtures, if allowed by Grantor, located within the Property shall be maintained and used at the risk of Grantee.

6. Jury Waiver. To the fullest extent permitted by law, Grantor and Grantee each waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of
PacifiCorp Parcel UTSL-0507

of, under or in connection with this easement. Grantor and Grantee further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this Easement shall be dated and effective on date and year first above written.

Grantor:

PacifiCorp, an Oregon corporation dba Rocky Mountain Power

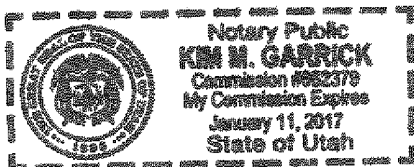
By: [Signature]

Its: MD-CONSTRUCTION SCS

Dated: 7-22-13

STATE OF UTAH)
) ss.
COUNTY SALT LAKE)

On the 22 day of April, 2013, personally appeared before me SHAWN SEPP, who being 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 instrument was signed by authority of said corporation and said SHAWN SEPP duly acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

Grantee:

The UTAH DEPARTMENT OF TRANSPORTATION

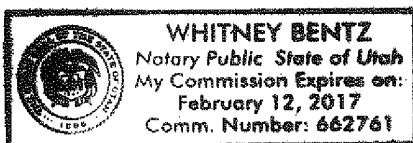
By: [Signature]

Its: James A. Oschowski

Dated: 4/30/13

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

On this 30th day of April, 2013, personally appeared before me JAMES A. OSCHOWSKI, who being duly sworn, did say that he/she is the Deputy Director of Right of Way of UDOT, and that the foregoing instrument was signed on behalf of UDOT, by authority of law.



[Signature]
Notary Public

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