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Recorded JUL 31 1974 at 11:52 a.m.  
Request of Utah Power & Light -  
JERAMIE MARTIN, Recorder  
Salt Lake County, Utah  
By [Signature] Deputy

A G R E E M E N T

REF. 1467-20-10 Temple  
Attn Blair Nojeling 84116

This agreement executed in duplicate this 25<sup>th</sup> day of July, 1974, by and between SALT LAKE GARFIELD AND WESTERN RAILROAD COMPANY, a corporation, hereinafter referred to as Railroad Company, and UTAH POWER & LIGHT COMPANY, a corporation, hereinafter referred to as Power Company,

WITNESSETH:

I

Railroad Company, in consideration of the covenants and agreements herein stipulated to be mutually kept and performed by the parties hereto, does hereby grant and convey, for the purpose of constructing and maintaining a roadway thereon, upon the terms and conditions herein stated, unto Power Company, its successors and assigns, to the extent of Railroad Company's interest therein, an easement on, over and across property situated in Salt Lake County, State of Utah, as is more particularly described in the attached Exhibit "A".

II

Railroad Company agrees that Power Company may erect, in connection with such roadway, any reasonable and necessary appurtenances thereto as will contribute to the efficient operation of said roadway; provided, that such appurtenances shall first be approved by Railroad Company. Power Company recognizes the paramount rights of Railroad Company to maintain its railroad grade and trackage on said premises and to operate said railroad on said premises, subject only to the right of Power Company to construct crossings on and over said railroad grade and trackage at such convenient places as it may desire, provided, nevertheless, that such crossings may not be so placed or used as to interfere with the operation of Railroad Company's railroad grade and trackage.

III

Railroad Company and Power Company agree that this agreement, or any interest therein, may be assigned by Power Company to

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any other party, subject only to the covenants and conditions set forth herein and in the exhibits attached hereto.

IV

Power Company agrees that, at such time as Railroad Company is required by the Utah State Highway Commission to provide for and commence rerouting its main railroad line and to cease operation of its present railroad main line beyond the eastern boundary of the enlarged Salt Lake City International Airport, Power Company will grant and convey to Railroad Company an easement to the extent of Power Company's interest therein for the purpose of rerouting and operating Railroad Company's main line on, over and across property situated in Salt Lake County, State of Utah, as shown on the print attached hereto marked Exhibit "B", which said easement shall be the subject of an accurate survey prior to execution. Said easement shall be subject to the right of Power Company to construct, operate and maintain transmission and other electrical facilities on and over said tract of land, provided only that said electrical facilities are constructed, operated and maintained in compliance with applicable codes and regulations; and provided further that said electrical facilities do not interfere with the continued operation of the railroad facilities of Railroad Company.

V

It is further understood and agreed by the parties hereto that all expenses incurred by Railroad Company in the construction, operation and maintenance of railroad facilities used only by Railroad Company shall be borne by Railroad Company and that all expenses incurred by Power Company for construction, operation and maintenance of said road and appurtenances thereto or said electrical facilities by Power Company for its own use shall be borne by Power Company, but that the construction, operation and maintenance of any facilities to be used by both parties hereto shall be borne equally by each or in a manner mutually agreed to by the parties hereto.

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VI

It is specifically understood and agreed that Railroad Company and Power Company shall each pay the property taxes assessed upon the business being constructed upon said premises.

VII

Should either party to this agreement at any time during the term hereof seek to dispose of its property described herein, or any part thereof or interest therein, it shall give to the other party the first right to purchase said property upon terms mutually agreeable to said parties; and should Power Company elect not to purchase said property, Garrett Terminal Corporation shall have the second right to purchase that portion of said property west of Redwood Road as shown on said Exhibit "A". The elections provided for herein shall be made within ninety (90) days following notification by the other party of its intention to dispose of its property; and the election for Garrett Terminal Corporation to be made under this paragraph shall be made within ninety (90) days after it receives notice that Power Company elects not to exercise its right to purchase said property.

VIII

In the event that either party at any time during the existence of this agreement cease using the rights and easements in the manner herein provided and said classaction for use shall have continued for five consecutive years, the said rights and easements shall terminate and all interests therein shall revert to the grantor thereof.

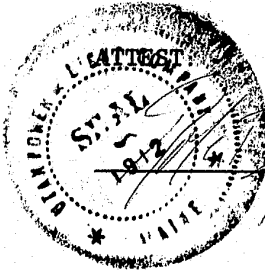
IX

It is further understood and agreed that each party to this agreement assumes full responsibility for any and all liability or damage caused by its acts, both of commission and omission, and agrees to hold the other parties harmless by reason thereof; Power Company further agrees to hold Railroad Company harmless from any liability or damage caused by the acts of its assignees.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

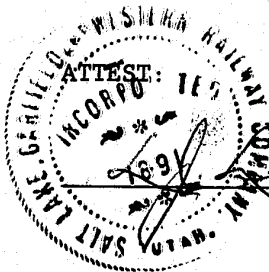
UTAH POWER & LIGHT COMPANY

By J. C. Taylor  
Vice President

Gordon  


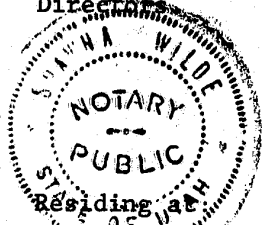
SALT LAKE GARFIELD & WESTERN RAILROAD

By Ray L. Smith  
Vice President

Smith  


STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 25th day of July, 1974, personally appeared before me J. C. Taylor, Vice President of Utah Power & Light Company, the signer of the foregoing instrument, who duly acknowledged to me that instrument was executed on behalf of said corporation by authority of a resolution of its Board of Directors.



Shawna Wilde

Notary Public

Commission Expires:

Salt Lake City, Utah

1-16-78

EXHIBIT "A"

TRACT 1.

A strip of land 137.04 feet wide being 68.95 feet on the north side and 68.09 feet on the south side of the vacated South Temple Street in Salt Lake City, Utah, and extending from Tenth West Street to the Jordan River, the southeast corner of said strip of land above described being the same points as the northeast corner of Lot 8, Block 53, Plat "C," Salt Lake City Survey, in Salt Lake County, State of Utah.

TRACT 2.

All of the interest of the Salt Lake Garfield and Western Railroad Company in and to a strip of land of undetermined width running west from the Jordan River 1600 feet, more or less, the center line of which is 16 feet south of the north line of Sections 2 and 3, Township 1 South, Range 1 West, Salt Lake Meridian in Salt Lake County, State of Utah.

TRACT 3.

Commencing at a point 16 feet north of the property described above as Tract 2, and running thence West 2000 feet, more or less, to the east right of way line of Redwood Road, thence South 66.5 feet, thence East 2000 feet, more or less, to a point due South of the place of beginning, thence North 66.5 feet to the place of beginning, in Salt Lake County, State of Utah.

TRACT 4.

Commencing on the Salt Lake Base Line and the West right of way of Redwood Road and running thence West 700 feet, thence South 33.5 feet, thence West 475 feet, more or less, to the East right of way line of Orange Street, thence South 33.5 feet, thence East 1175 feet, more or less, to the West right of way line of Redwood Road, thence North 67 feet to the place of beginning, in Salt Lake County, State of Utah.