

Return To: Lisa Louder  
1407 W. No. Temple #310  
Salt Lake City, Utah 84116

RW 20030001

WO 2216378

## EASEMENT AGREEMENT

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11/12/2003 01:01 PM 22.00  
Book - 8910 Pg - 179-185  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LISA LOUDER  
1407 W NO TEMPLE #310  
SLC UT 84116  
BY: SBM, DEPUTY - WI 7 P.

This Easement Agreement ("Agreement") is made as of September 18, 2003, by **Qwest Corporation**, a Colorado corporation, whose address is 1801 California Street, 46<sup>th</sup> Floor, Denver, Colorado 80202, Attention: Vice President – Corporate Real Estate ("Grantor") and **PacifiCorp**, an Oregon corporation, whose address is 1407 West North Temple, Suite 310, Salt Lake City, Utah 84116 ("Grantee").

### Recitals:

A. Grantor is the fee owner of certain real property located in Salt Lake City, Salt Lake County, Utah, as described on Exhibit A attached hereto ("Grantor's Property").

B. Grantee has requested a permanent non-exclusive easement over, across, under and through a portion of Grantor's Property, which is described on Exhibit B attached hereto (the "Easement Area"), for the purposes of installation, maintenance, repair, and replacement of underground duct lines.

C. The Mountain States Telephone and Telegraph Company, predecessor-in-interest to Qwest Corporation, and Grantee are parties to an Easement dated December 10, 1964 (the "Prior Easement"), recorded with the Clerk and Recorder of Salt Lake County at Reception No. 2354831, which granted Grantee rights to maintain and operate underground duct lines over a portion of Grantor's Property.

D. Grantor and Grantee desire to terminate the Prior Easement, and enter into this new Agreement, which expands the area over which Grantee may install and operate its equipment.

### Easements

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Prior Easement. As of the date of this Agreement, the Prior Easement shall terminate and be of no further force or effect. The terms and conditions of this Agreement shall govern Grantee's use of the Easement Area.

2. Easement. Grantor hereby grants to Grantee a non-exclusive easement and right of way to construct, reconstruct, operate, replace, repair and maintain over, under and across the Easement Area underground duct lines for the supply of electrical power to Grantor's Property. Subject to the terms of this Agreement, and Grantor's reasonable rules and regulations, Grantee shall have the right of reasonable ingress and egress to and from the Easement Area for the above-referenced purpose.

3. Installation. Prior to the installation of any underground or above-ground equipment, Grantee shall submit detailed plans and specifications showing the precise location and equipment to be installed in the Easement Area to Grantor for Grantor's written approval. Grantee shall obtain the written approval of Grantor prior to performing any installation, repair, maintenance, or removal in the Easement Area. Except in the event of an emergency, in which

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case Grantee shall notify Grantor as soon as is reasonably possible, Grantee shall not access the Easement Area without prior notification to Grantor; and Grantee's access to the Easement Area shall be subject to Grantor's reasonable rules and regulations.

4. Grantee's Indemnity. Grantee shall promptly repair and restore any damage to the Easement Area, Grantor's Property, or any improvement thereon caused by the exercise of Grantee's rights granted under this Agreement. Grantee hereby releases Grantor from any claims, damages, costs and expenses arising out of or related to this Agreement. Grantee shall indemnify, defend and hold Grantor, and its employees, agents, invitees, contractors, tenants and licensees harmless from and against all claims, losses, demands and causes of action, including, without limitation, attorneys' fees, court costs and/or judgments, rising in favor of any person or other legal entity (including Grantee, or its employees, agents, invitees, contractors, tenants or licensees) which are caused by, or arise directly or indirectly from the construction, use, repair, replacement, operation or removal of Grantee's equipment or any activities in or about the Easement Area by Grantee or its employees, agents or contractors.

5. Retained Rights of Grantor. Grantor reserves the right of ownership, use, and occupancy of the Easement Area. Grantor may install asphalt paving and curbing, cement surface sidewalks and curbs, sod and landscaping, turf, irrigation lines or any other building, structure or improvement, so long as the same do not unreasonably interfere with Grantee's use of the Easement Area.

6. Limitation on Liability. Notwithstanding anything to the contrary in this Agreement, Grantor shall not be liable to any person or entity for indirect, special, consequential or punitive damages for any matter arising hereunder.


7. Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

8. Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.


GRANTOR:

**Qwest Corporation**, a Colorado corporation

By   
\_\_\_\_\_  
John V. McGuire  
Vice President - Corporate Real Estate

GRANTEE:

**PacifiCorp**, an Oregon corporation

By   
\_\_\_\_\_  
Name Ernest E. Wessman  
Title Vice President

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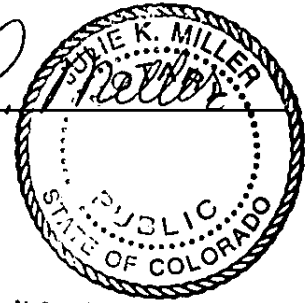
STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2003, by John V. McGuire as Vice President – Corporate Real Estate of Qwest Corporation, a Colorado corporation.

Witness my hand and official seal.

*[Handwritten Signature]*

Notary Public



My commission expires Nov. 22, 2004

My Commission Expires Nov. 22, 2004

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2003, by Ernest E. Wasserman as Vice President, of PacifiCorp, an Oregon corporation.

Witness my hand and official seal.

*[Handwritten Signature]*

Notary Public

My commission expires 12/5/06



EXHIBIT A

Grantor's Property

Beginning at a point which is North 156.55 feet and East 1927.00 feet from U.S. Government Monument No. 5 in Fort Douglas, Utah, said monument being 3962.31 feet South and 2453.80 feet, more or less, East from the Northwest corner of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point beginning also South 822.18 feet and East 164.25 feet from University of Utah Monument "U-24" and running thence North 55° 44' 30" East 32.00 feet; thence South 58° 18' 46" East 378.60 feet; thence South 46° 24' West 204.99 feet; thence North 31° 50' 52" West 379.34 feet to the point of beginning;

Together with easements and right of way in, over and upon the following described tract of land, to-wit:

Beginning at the Southeast corner of the above described tract which southeast corner is located at a point East 2275.61 feet and South 24.32 feet from the U.S. Government Monument No. 5 in Fort Douglas, Utah; said Monument being 3962.31 feet South and 2453.80 feet more or less East from the Northwest corner of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North 46° 24' East 33 feet; thence South 58° 18' 46" East 40 feet; thence South 48° 18' 04" East 216 feet more or less to the Westerly line of Wasatch Drive; thence Southwesterly along said line 33 feet; thence North 48° 18' 04" West 216.35 feet to the point of beginning.

Said easements and right of way being for uses and purposes more particularly identified as follows:

(a) Within the southwesterly twelve feet of the tract of land last hereinabove described Grantee its associated and allied corporations, their respective successors, grantees and assigns, shall have an enjoy the perpetual right and easement to construct, operate, maintain, replace, reconstruct, enlarge, improve, repair and remove (1) underground pipes, mains and facilities for sewer, water and gas, and (2) such underground communication line facilities as Grantee and said associated and allied corporations may from time to time require consisting without limitations of (i) underground cables, underground wires, conduits, manholes, drains and splicing boxes, (ii) testing terminals located on the surface or underground, and (iii) other appurtenances upon, over, under and across said twelve-foot strip; together with the right to place within and upon said twelve-foot strip locating markers on the surface for said underground facilities; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said twelve-foot strip without Grantee being obligated to do so and to permit other corporations to use trenches jointly with Grantee; it being agreed hereby that should Grantee relocate its right of way as provided in the following subparagraph (b) hereof that Grantor shall have the right to use said twelve-foot strip and that the said strip shall not be used in any manner which will interfere with or damage the sewer, water, gas or communication facilities installed pursuant to this grant or interfere with the maintenance, repair or replacement of said facilities.

(b) Over and upon the 33-foot tract of land last above described Grantee shall have and enjoy a perpetual right of way for the passage of vehicles and pedestrians; and Grantee for itself, its successors and assigns, covenants and agrees with Grantor that is and when there

shall be conveyed to Grantee a good and valid perpetual right of way equally wide and convenient for ingress to and egress from the premises first above described Grantee will accept conveyance of such relocated right of way and will relinquish the right of way herein granted for vehicles and pedestrians; it being an express provision of this conveyance that the foregoing covenant for relocation of right of way shall in no manner affect or impair the perpetual easement rights within the twelve-foot strip as set forth in the foregoing paragraph (a) hereof.

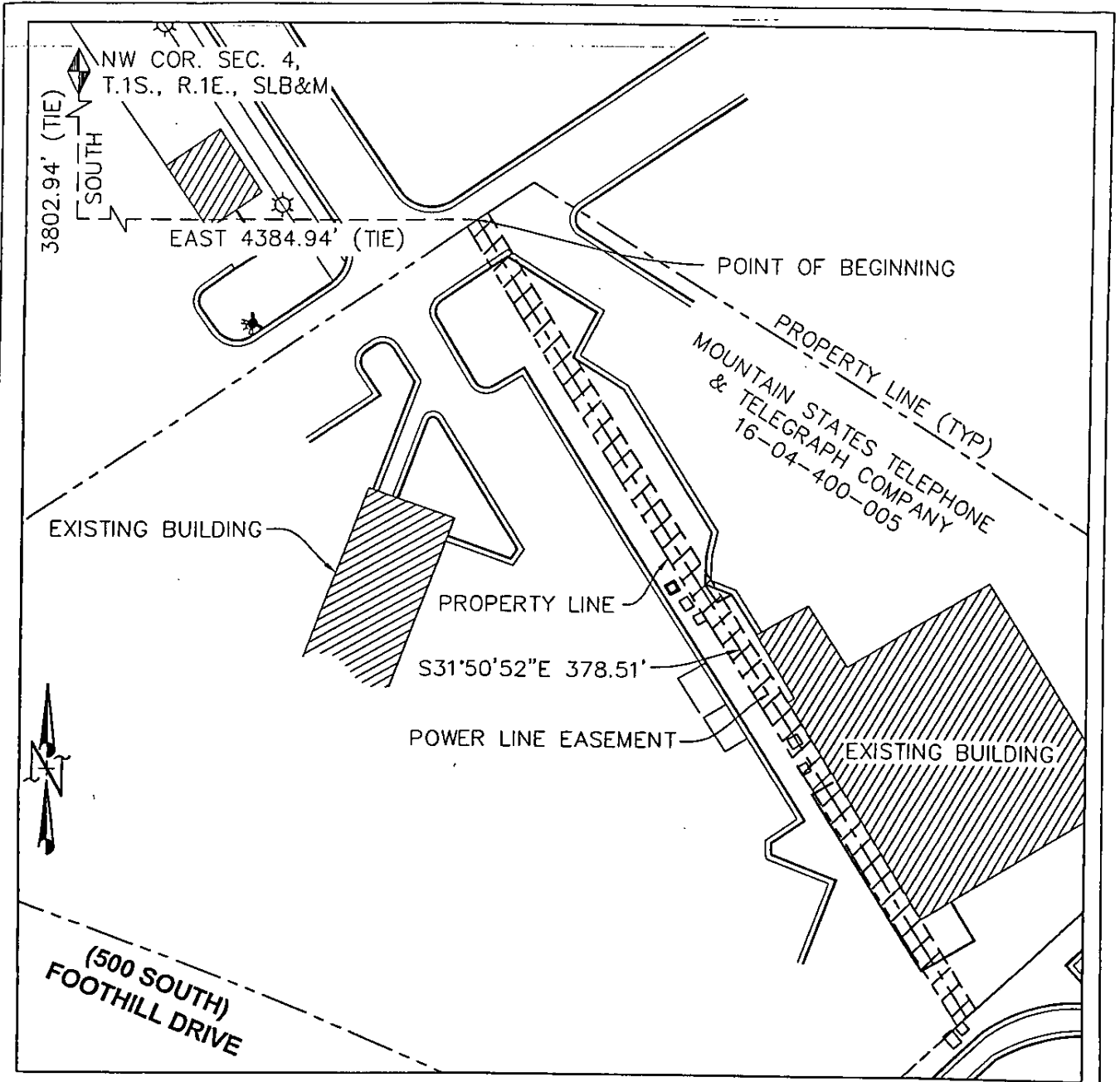
EXHIBIT B

Easement Area

A 10 foot strip of land being 5 feet each side of the following described centerline and also being part of an entire tract and situate in the Southeast Quarter of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian:

Beginning at a point on the Northwesterly line of grantor's land which is 3802.94 feet SOUTH and 4384.94 feet EAST from the Northwest Corner of said Section 4, and running thence S.31°50'52"E 378.51 feet to a point on the Southeasterly line of grantor's land and terminating. The above-described part of an entire tract contains 3785 square feet or 0.087 acre.

16-04-400-005



**EASEMENT DESCRIPTION:**

An easement over property owned by MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY, ("Grantors"), situated in Section 4, Township 1 South, Range 1 East, Salt Lake Base & Meridian, Weber County, Utah, and being more particularly described as follows:

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

Contains: 0.087 acres, 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 1 | DATE: 8/14/03 | DESC. RESEARCH DISTRIBUTION | WO 2216378 | BY SAM | CHK SB | APP TW



1410 South 600 West Woods Cross, UT 84087 (801) 292-9954

EXHIBIT "B"  
EASEMENT THROUGH  
MOUNTAIN STATES TELEPHONE  
& TELEGRAPH COMPANY PROPERTY  
SECTION 4, T.1S., R.1E.  
SALT LAKE BASE & MERIDIAN



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