

14-6

Return to:  
Rocky Mountain Power  
Lisa Louder/Brad Kidd  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

With a Copy to:  
Salt Lake County Real Estate Section  
2001 South State #S3-120  
Salt Lake City, Utah 84114-4575

12454391  
01/13/2017 11:44 AM \$42.00  
Book - 10520 Pg - 5594-5607  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: LHA, DEPUTY - WI 14 P.

Tax ID Nos. 16-06-306-037  
16-06-306-001  
16-06-306-038

**ACCESS EASEMENT AGREEMENT**

For value received, WASATCH PLAZA HOLDINGS II, LLC, hereinafter referred to as "Wasatch," the UTAH STATE BUILDING OWNERSHIP AUTHORITY, hereinafter referred to as the "State," and SALT LAKE COUNTY, a body corporate and politic of the state of Utah herein after referred to as the "County" (Wasatch, the State and the County collectively referred to as "Grantors"), hereby grant ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a non-exclusive access easement on and across the real property of Grantors so that it can install, operate, maintain, repair, replace, and remove an electrical transformer and related electrical components or equipment ("Electrical Facilities") located on the County's property.

**RECITALS**

A. Wasatch owns certain land situated on Block 39, Plat A, Salt Lake City, located at 405 South Main Street, Salt Lake City, identified as Parcel No. 16-06-306-001, and more specifically described in Exhibit "A" which is attached hereto and made a part hereof ("Wasatch Property").

B. The State owns that certain parcel of land where the Matheson Courthouse is presently located, also situated on Block 39, Plat A, Salt Lake City, located at 450 South State Street, Salt Lake City, identified as Parcel No. 16-06-306-037, and more specifically described in Exhibit "B" which is attached hereto and made a part hereof ("Courthouse Property").

C. The County owns that certain parcel of land also situated on Block 39, Plat A, Salt Lake City, located at approximately 465 South Main Street, Salt Lake City, identified as Parcel No. 16-06-306-038 and more specifically described in Exhibit "C" which is attached hereto and made a part hereof ("County Property").

D. Wasatch, the State and the County entered into a Revised and Restated Mutual Use Easement Agreement recorded on August 10, 2016 as Entry No. 12339593 in Book 10462 at

Page 4835 in the Salt Lake County Recorder's Office ("Revised Mutual Use Easement Agreement).

E. In the Revised Mutual Use Easement Agreement, Grantors granted to each other an easement across defined portions of Grantors' properties to construct, maintain, improve, and expand a pedestrian walkway and emergency vehicle access right-of-way ("Walkway"), together with the installation and maintenance of related improvements.

F. As part of the development of the County Property, the County has located Electrical Facilities on the County Property adjacent to the Walkway.

G. Grantee desires to access the Electrical Facilities over and across the Walkway as described in Exhibit "D" ("Access Easement Area") and depicted in Exhibit "E".

H. The County has requested from Wasatch and the State, and Grantors jointly are willing to grant, an access easement allowing Grantee to use the Walkway in order to access the Electrical Facilities.

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

1. Grant of Easement. Grantors hereby grant an easement for ingress and egress to Grantee over and across the Access Easement Area for the purpose of installing, operating, maintaining, repairing, replacing, and removing the Electrical Facilities located on the County Property. Grantee shall have the right of access over and across Grantors' land for itself and its agents to the extent reasonably necessary in order to exercise Grantee's rights under this Easement. In exercising such right of ingress and egress, Grantee shall provide reasonable advance notice to Grantors before commencing any substantial maintenance or repair work.

2. Maintenance. At all times, Grantee shall maintain the Electrical Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Electrical Facilities in compliance with all applicable governmental requirements. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

3. Restoration of Easement Property. Upon installation of the Electrical Facilities or any other activities related to Grantee's use of the Access Easement Area that disturb the surface of the Walkway or Grantors' property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantors.

4. Conduct of Grantee. At all times, all actions of Grantee on or about the Access Easement Area or in connection with the Access Easement and all activities of Grantee contemplated by this Agreement 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 Electrical Facilities.

5. Release and Indemnification. Grantee shall use the Access Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantors 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, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Grantee's use and occupation of the Access Easement Area or any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement Area.

6. Grantors' Reserved Rights. Grantors reserve the right to grant further easement interests in the Walkway to others so long as such interest and uses do not materially or unreasonably interfere with the use of the Walkway by Grantors pursuant to the Mutual Use Easement Agreement or by Grantee in accordance with the terms set forth in this Agreement. Grantors further reserve the right to use the Walkway for their own purposes, including the development and improvement of each Grantors' land, provided that such use or uses do not materially conflict with Grantors' or Grantee's reasonable use of the Walkway.

7. Subject to Existing Rights. This Access Easement is granted subject to all easements and encumbrances of record as of the date hereof, including the Mutual Use Easement Agreement.

8. Inurement. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns. The rights and obligations set forth in this Easement are intended to run with the land.

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

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

11. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement 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 Agreement.

12. Notices. All notices, demands, or communications to any party under this Agreement shall be in writing (including facsimile transmission); shall be sent only by facsimile (with confirmation by United States Mail), by nationally recognized courier service, or by personal delivery; and shall be given:

If to Grantors:

Wasatch:

Wasatch Plaza Holdings II, LLC

Attention: Dell Loy Hansen  
595 S. Riverwoods Parkway  
Logan, Utah 84321

The State:  
Utah State Building Ownership Authority  
Attention: Real Estate Manager  
4110 State Office Building  
Salt Lake City, Utah 84114

The County:  
Salt Lake County Real Estate Section  
Attention: Salt Lake County Real Estate Manager  
2001 South State Street, #S3-120  
Salt Lake City, Utah 84116-4575

If to Grantee:  
Rocky Mountain Power  
Attn: Lisa Louder  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116

With a copy to:  
Rocky Mountain Power  
Attn: R. Jeff Richards  
1407 W. North Temple, Suite 320  
Salt Lake City, Utah 84116

All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

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

14. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party 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.

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

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

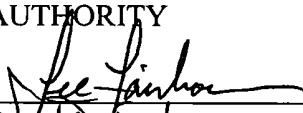
17. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Agreement in the capacity and for the entity set forth where he signs and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

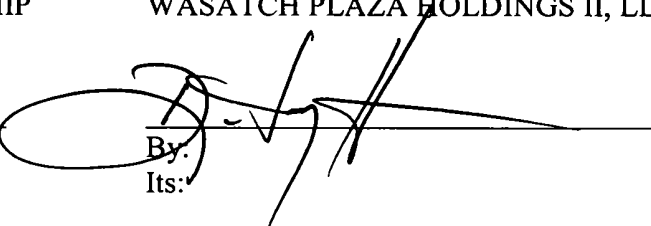
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers this 14 day of January, 2016  
*November*

**GRANTORS:**

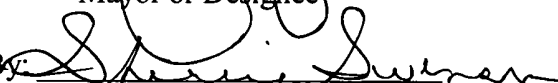
The State  
UTAH STATE BUILDING OWNERSHIP  
AUTHORITY

Wasatch  
WASATCH PLAZA HOLDINGS II, LLC.

  
By: Lee Fairbairn  
Its: Real Estate Manager

  
By: \_\_\_\_\_  
Its: \_\_\_\_\_


The County  
By: \_\_\_\_\_  
Mayor or Designee

  
By: Sherrie Swensen  
Sherrie Swensen, Salt Lake County Clerk

APPROVED AS TO FORM  
District Attorney's Office  
By: R. Christopher Preston  
Attorney  
R. CHRISTOPHER PRESTON  
Date: 11/14/2016

**GRANTEE:**

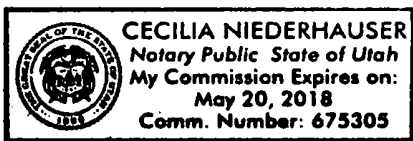
ROCKY MOUNTAIN POWER an unincorporated division of PacifiCorp

By:   
Its: MANAGER, RISK OF WAP

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16 day of November, 2016 by Lee Fairbourn, the Real Estate Manager of the Utah State Building Ownership Authority.



Cecilia Niederhauser  
Notary Public

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE)

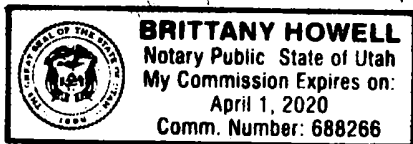
On this 1 day of December, 2016, personally appeared before me Pell Kay Hansen, who by me being duly sworn, did say that (s)he is the Manager of Wasatch Plaza Holdings II, LLC, and that the foregoing instrument was signed in behalf of said organization by authority of its bylaws, and said person acknowledged to me that said organization executed the same.



Christy Moe Ginn  
Notary Public

STATE OF UTAH )  
 :SS.  
COUNTY OF SALT LAKE )

On this 8 day of December, 2016, personally appeared before me Lori Bays, who being duly sworn, did say that (s)he is the Deputy Mayor of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

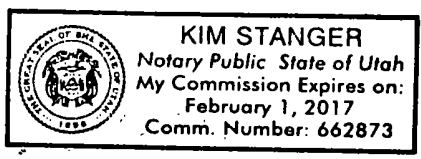


[SEAL]

Brittany Howell  
NOTARY PUBLIC  
Residing in Salt Lake County

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

On this 14 day of December, 2016, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Easement was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

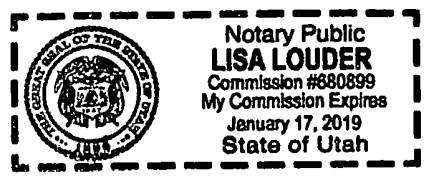


[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County

[SEAL]

STATE OF UTAH )  
 ) ss.  
COUNTY SALT LAKE )

On the 10<sup>th</sup> day of January, 2017, personally appeared before me Kim M. Garrick, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Rocky Mountain Power an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said Kim M Garrick duly acknowledged to me that said corporation executed the same.



[Signature]  
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION  
WASATCH PROPERTY

Beginning at the Southeast corner of the intersection of 400 South and Main Streets, said point being the Northwest corner of Lot 5, Block 39, Plat "A", Salt Lake City Survey and running thence North 89°57'47" East along the South right of way line of 400 South Street, 330.00 feet, thence South 0°01'57" East 247.50 feet; thence South 89°57'47" West 165.00 feet; thence South 0°01'57" East 2.00 feet; thence South 89°57'47" West 165 feet to the East right of way line of Main Street; thence North 0°01'57" West along said East line 249.50 feet to the point of beginning.



**EXHIBIT "B"**

**LEGAL DESCRIPTION  
COURTHOUSE PROPERTY**

Beginning at a point South 0°01'40" East 19.56 feet from the Northeast corner of Lot 6, Block 39, Plat "A", Salt Lake City Survey and running thence South 0°00'40" East 640.59 feet; thence South 89°58'24" West 330.06 feet; thence North 0°00'59" West 660.15 feet; thence N 89°58'24" East 103.62 feet; thence South 74°30'41" East 23.19 feet; thence Southeasterly along a 50.79 foot radius curve to the left 10.36 feet; thence South 86°11'13" East 53.51 feet; thence North 89°58' East 8.66 feet; thence South 6.25 feet; thence North 89°58' East 12 feet; thence North 6.25 feet; thence North 89°58' East 103.06 feet; thence Southeasterly along a 22.34 foot radius curve to the right 19.2 feet to the Point of Beginning.

Parcel ID No. 16-06-306-037

EXHIBIT "C"

LEGAL DESCRIPTION  
COUNTY PROPERTY

A parcel of land being ten entire tracts in Lots 2, 3, and 4 of Block 39, Plat "A", Salt Lake City Survey and located in the Southwest Quarter of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian; said parcels were conveyed to Salt Lake County per that Special Warranty Deed recorded May 15, 2014 as Entry No. 11849863 in Book 10230 at Page 9590 and that Quit Claim Deed recorded May 15, 2014 as Entry No. 11849864 in Book 10230, at Page 9594 in the Office of the Salt Lake County Recorder also shown on that certain A.L.T.A Survey plat filed as No. S2015-05-0195 in the Office of the Salt Lake County Surveyor; the boundary of said parcel of land is described as follows:

**Beginning** at the northwesterly Corner of said Lot 2 of Block 39 which point is 68.72 feet S.  $89^{\circ}47'38''$  E. along the centerline of 500 South Street and 63.78 feet N.  $00^{\circ}12'34''$  E. and 165.00 feet N.  $00^{\circ}12'47''$  E. (Record = North) along the westerly line of said Lot 2 of Block 39 from a brass monument marking the intersection of Main Street and 500 South Street; thence N.  $00^{\circ}12'47''$  E. (Record = North) 245.52 feet along the westerly line of said Lots 3 and Lot 4 to a northwesterly corner of said parcel; thence along the northerly and westerly lines of said parcel the following three (3) courses: 1) S.  $89^{\circ}47'29''$  E. (Record = East) 165.00 feet; 2) N.  $00^{\circ}58'10''$  E. (Record = North) 1.98 feet; 3) S.  $89^{\circ}47'29''$  E. (Record = East) 165.00 feet to the easterly line of said Lot 4; thence S.  $00^{\circ}13'04''$  W. (Record = South) 412.50 feet along the easterly lines of said Lots 4, 3, and 2 to the southeasterly corner of said Lot 2; thence N.  $89^{\circ}47'29''$  W. (Record = West) 121.00 feet along the southerly line of said Lot 2 and Block 39 to a southwesterly corner of said parcel; thence departing said southerly Lot and Block line N.  $00^{\circ}12'47''$  E. (Record = North) 165.00 feet along a westerly boundary line of said parcel to the northerly line of said Lot 2; thence N.  $89^{\circ}47'29''$  W. 209.00 feet along the northerly line of said Lot 2 to the **Point of Beginning**.

The above described parcel of land contains 101,319 square feet in area or 2.326 acres, more or less.

**BASIS OF BEARINGS:** The Basis of Bearing is S.  $89^{\circ}47'38''$  E. between the Salt Lake City brass cap monument at the intersection of 500 South Street and Main Street and the Salt Lake City brass cap monument at the intersection of 500 South Street and State Street.

EXHIBIT "D"

ACCESS EASEMENT AREA

LEGAL DESCRIPTIONS ON  
WASATCH PROPERTY, COURTHOUSE PROPERTY, AND COUNTY PROPERTY

**Wasatch Property affected by Access Easement Area, depicted as Parcel 3:AE in Exhibit E:**

An access easement being part of Lots 4 and 5 of Block 39, Plat "A", Salt Lake City Survey and located in the Southwest Quarter of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian; said Lots 4 and 5 were conveyed to Wasatch Plaza holdings II, L.L.C. per that Warranty Deed recorded July 27, 2004 as Entry No. 9130369 in Book 9018 at Page 5876 in the Office of the Salt Lake County Recorder. The boundary of said access easement is described as follows:

**Beginning** at the northeasterly corner of said Lot 5 of Block 39, which point is 398.70 feet N. 89°58'18" E. along the centerline of 500 South Street and 723.77 feet N. 00°00'59" W. from the brass monument marking the intersection of Main Street and 500 South Street; thence S. 00°00'59" E. (Record = S. 0°01'57" E.) 247.51 feet along the easterly line of said Lots 5 and 4 of Block 39 to the southeasterly corner of said entire tract; thence S. 89°58'28" W. (Record = S. 89°57'47" W.) 21.01 feet along a southerly line of said entire tract to the westerly edge of an existing sidewalk and a point of non-tangency with a 137.5 foot radius curve to the right, concave easterly; thence northerly along said westerly edge of existing sidewalk the following five (5) courses: 1) northerly 26.13 feet along the arc of said curve, (radius point bears S. 86°13'03" E.) through a central angle of 10°53'16" to a point of reverse curvature with a 85.50 – foot radius curve to the left, concave westerly; 2) northerly 22.02 feet along the arc of said curve, through a central angle of 14°45'17"; 3) N. 00°02'23" E. 199.98 feet to the northerly line of said Lot 5; thence N. 89°58'39" E. (Record = N. 89°57'47" E.) 13.83 feet along said northerly line of Lot 5 to the **Point of Beginning**.

The above described access easement contains 3,609 square feet in area or 0.083 acres, more or less.

**EXHIBIT "E":** By this reference, made a part hereof.

**BASIS OF BEARINGS:** The Basis of Bearing is N. 89°58'18" E. between the Salt Lake City brass cap monument at the intersection of 500 South Street and Main Street and the Salt Lake City brass cap monument at the intersection of 500 South Street and State Street.

**Courthouse Property affected by Access Easement Area, depicted as Parcel 2:AE in Exhibit E:**

An access easement being part of Lots 1, 6, 7, and 8 of Block 39, Plat "A", Salt Lake City Survey and located in the Southwest Quarter of Section 6, Township 1 South, Range 1 East, Salt

Lake Base and Meridian; said Lots 1, 6, 7, and 8 were conveyed to State of Utah, Division of Facilities Construction and Management per that Quit Claim Deed recorded December 15, 1992 as Entry No. 5396029 in Book 6573 at Page 2591 in the Office of the Salt Lake County Recorder. The boundary of said access easement is described as follows:

**Beginning** at the southwesterly corner of said Lot 1 of Block 39 which point is 398.70 feet N. 89°58'18" E. along the centerline of 500 South Street and 63.76 feet N. 00°00'59" W. from the brass monument marking the intersection of Main Street and 500 South Street; thence N. 00°00'59" W. (Record = North) 660.01 feet along the westerly line of said Lots 1, 6, 7, and 8 of Block 39 to the northwesterly corner of said Lot 6; thence N. 89°58'39" E. (Record = East) 7.50 feet along the northerly line of said Lot 6 to the northerly projection of the easterly edge of an existing sidewalk; thence to and along said easterly edge of sidewalk S. 00°00'59" E. 660.01 feet to the southerly line of said Lot 1; thence S. 89°58'27" W. (Record = West) 7.50 feet along said southerly line of Lot 1 to the **Point of Beginning**.

The above described access easement contains 4,951 square feet in area or 0.114 acres, more or less.

**EXHIBIT "E":** By this reference, made a part hereof.

**BASIS OF BEARINGS:** The Basis of Bearing is N. 89°58'18" E. between the Salt Lake City brass cap monument at the intersection of 500 South Street and Main Street and the Salt Lake City brass cap monument at the intersection of 500 South Street and State Street.

**County Property affected by Access Easement Area, depicted as Parcel 1:AE in Exhibit F:**

An access easement being part of Lots 2, 3, and 4 of Block 39, Plat "A", Salt Lake City Survey and located in the Southwest Quarter of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian; said Lots 2, 3, and 4 were conveyed to Salt Lake County per that Quit Claim Deed recorded April 28, 2016 as Entry No. 12268306 in Book 10425 at Page 5845 in the Office of the Salt Lake County Recorder and also shown on that certain A.L.T.A Survey plat filed as No. S2015-05-0195 in the Office of the Salt Lake County Surveyor; the boundary of said access easement is described as follows:

**Beginning** at the southeasterly corner of said Lot 2 of Block 39 which point is 398.70 feet N. 89°58'18" E. along the centerline of 500 South Street and 63.76 feet N. 00°00'59" W. from the brass monument marking the intersection of Main Street and 500 South Street; thence S. 89°58'28" W. (Record = West) 13.76 feet along the southerly line of said Lot 2 to a southerly projection of the westerly edge of an existing sidewalk; thence northerly along said westerly edge of sidewalk the following five (5) courses: 1) N. 00°00'59" W. 200.01 feet to a point of tangency with a 85.50 – foot radius curve to the left, concave westerly; 2) northerly 22.12 feet along the arc of said curve, through a central angle of 14°49'23" to a point of reverse curvature with a 137.50 - foot radius curve to the right, concave easterly; 3) northerly 35.34 feet along the arc of said curve, through a central angle of 14°43'34"; 4) N. 00°04'06" W. 146.47 feet to a

point of tangency with a 137.50 – foot radius curve to the right, concave easterly; 5) northerly 9.21 feet along the arc of said curve, through a central angle of  $03^{\circ}50'16''$  to a northerly boundary line of said entire tract; thence N.  $89^{\circ}58'28''$  E. (Record = East) 21.01 feet along said northerly boundary line to the northeasterly corner of said entire tract; thence S.  $00^{\circ}00'59''$  E. (Record = South) 412.50 feet along the easterly boundary line of said entire tract and easterly line of said Lots 4, 3, and 2 to the **Point of beginning**.

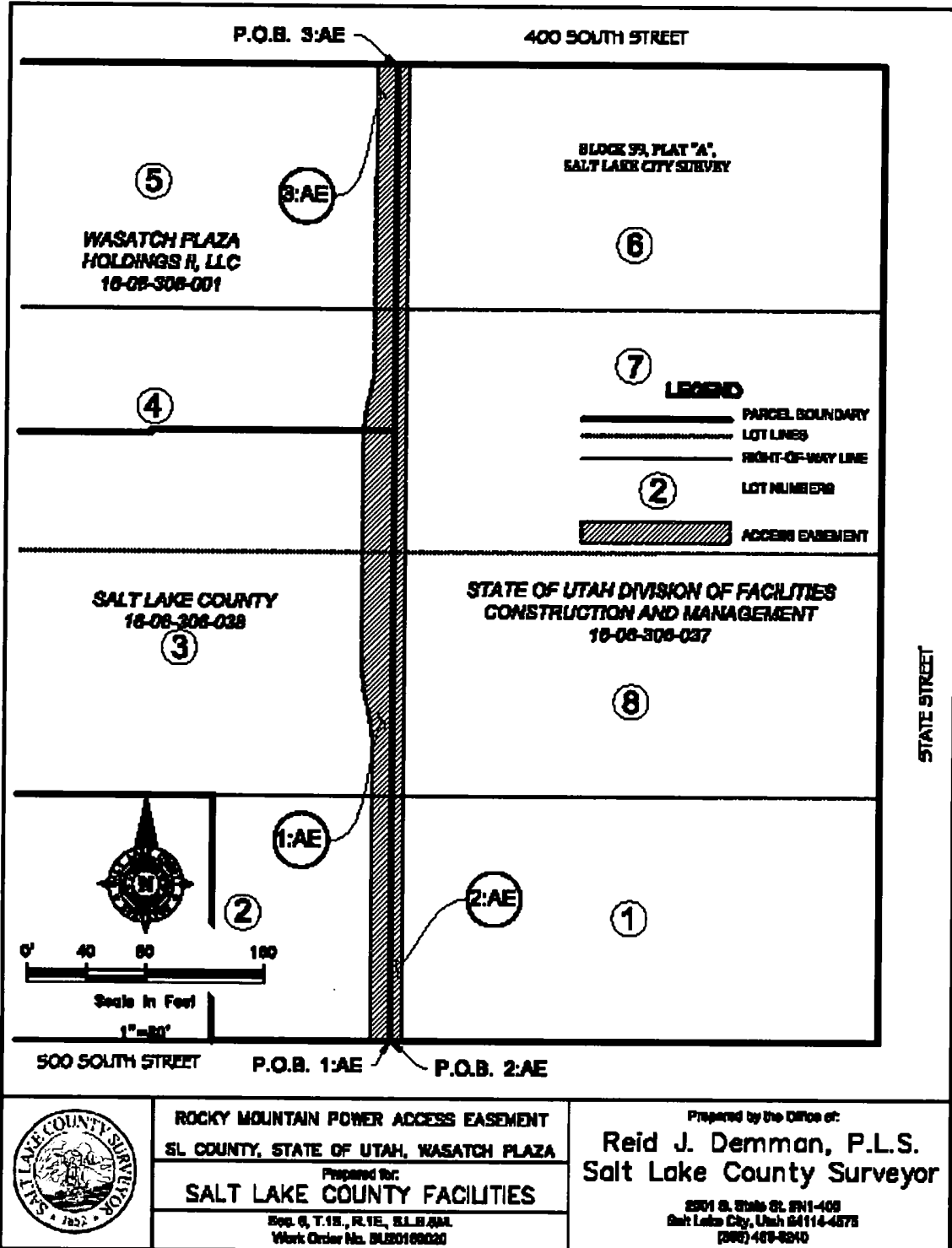
The above described mutual use easement contains 7,066 square feet in area or 0.162 acres, more or less.

**EXHIBIT “E”:** By this reference, made a part hereof.

**BASIS OF BEARINGS:** The Basis of Bearing is N.  $89^{\circ}58'18''$  E. between the Salt Lake City brass cap monument at the intersection of 500 South Street and Main Street and the Salt Lake City brass cap monument at the intersection of 500 South Street and State Street.

EXHIBIT "E"

ACCESS EASEMENT AREA MAP



ROCKY MOUNTAIN POWER ACCESS EASEMENT  
 SL COUNTY, STATE OF UTAH, WASATCH PLAZA  
 Prepared for:  
**SALT LAKE COUNTY FACILITIES**  
 Eng. G. T. 18, R. 1E, S.L.B.S.M.  
 Work Order No. SLB0189020

Prepared by the Office of:  
**Reid J. Demman, P.L.S.**  
 Salt Lake County Surveyor  
 2901 S. State St. RM1-408  
 Salt Lake City, Utah 84114-4575  
 (801) 467-8240