

REV05042015

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

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03/18/2019 02:17 PM \$20.00
Book - 10761 Pg - 3607-3612
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: RMP, DEPUTY - WI 6 P.

Project Name: MCRE, INC.
WO#: 6539412
RW#:

RECORDED

MAR 06 2019

CITY RECORDER

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, and subject to the conditions herein stated, **SALT LAKE CITY CORPORATION**, a Utah municipal corporation ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a non-exclusive easement for a right-of-way 10 feet in width and 120 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto; including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults (hereinafter collectively called the "Facilities") on, across, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah** more particularly described as follows and as graphically described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Legal Description of right of way: Beginning at a point which is East 37.50 feet and North 330.00 feet from the Southwest Corner of Lot 1, block 50, Plat B, Salt Lake City Survey and running thence South 10.00 feet; thence West 120 feet; thence North 10 feet; thence East 120.00 feet to the point of beginning. Contains 1,200 square feet of 0.028 acres, more or less.

Assessor Parcel No. 16-06-205-017

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted. A graphic representation of the Right-of-Way located to the north of a proposed parking facility and other improvements (which representation contains construction details for installation of the electrical conduit) is attached hereto as Exhibit "B".

Except for those portions of the Facilities that must be installed on the surface of the Property, all such other Facilities shall be installed and thereafter maintained and replaced no higher than four feet (4 ft.) below the existing surface and contour of the Property, and no more than six feet (6 ft.) below the existing surface and contour of the Property at the ramp as depicted

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PROPERTY OF SALT LAKE
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SALT LAKE CITY, UTAH 84114-5515

on Exhibit "B". Nothing in this easement, express or implied, shall preclude the development of the Property in the manner depicted on Exhibit "B" including modifications thereof outside of the boundaries of the right-of-way.

Without limiting the generality of the foregoing, Grantor(s) does hereby covenant, warrant and agree as follows:

1. Although Grantor has reserved to right to use the area of the right-of-way, Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities, provided however, that nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping, fences or similar improvements over and across said right-of-way, so long as said improvements are not inconsistent with the provisions of this Easement and do not damage or unreasonably interfere with said Facilities; and further provided that Grantor shall be entitled to construct a drive ramp, retaining walls and footings for the same as the locations described on Exhibit "B" as long as such footings and walls are not inconsistent with the construction details set forth on Exhibit "B".

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee; provided, however that Grantee has expressly consented to Grantor (or its successor) raising the grade of the right-of-way approximately two (2) feet from its level as of the date of this Easement to accommodate, among other uses, the construction of a parking ramp at the entrance to the proposed parking structure depicted on Exhibit B.

3. Grantor shall not plant, or permit to be planted within the right-of-way, any deep rooted trees, or any vegetation with roots that may damage the Facilities without prior written consent of Grantee.

4. Following the installation or maintenance of the Facilities, unless otherwise specified by Grantor (or its successor) in writing, Grantee shall restore the surface of the right-of-way and easement, and any improvements, including concrete, asphalt, fences or walls, to, as near as practicable, the condition of the surface and improvements, prior to said installation, maintenance, or replacement, provided such improvements do not injure or interfere with Grantee's Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's reasonable use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Representation Regarding Ethical Standards for Grantor's Officers and Employees and Former Grantor Officers and Employees. Grantee represents that it has not: (1) provided an illegal gift or payoff to one of Grantor's officer or employee, or former Grantor 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, or 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 Grantor'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 Grantor officer or employee, or former Grantor 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.

Dated this 6th day of March, 2019.

GRANTOR:

SALT LAKE CITY CORPORATION,
a Utah municipal corporation

By: Jackie Bishop
Its: Mayor

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By: [Signature]
Senior City Attorney
Date: 2/28/19

RECORDED

MAR 06 2019

CITY RECORDER

ATTEST & COUNTERSIGN:
Salt Lake City Recorder's Office

By: [Signature]
City Recorder
Assistant

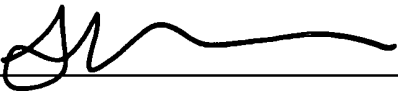
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SALT LAKE CITY, UTAH 84114-5515

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of Salt Lake) ss.)

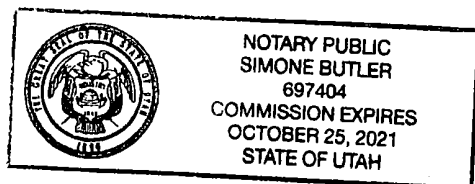
On this 6th day of March, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Jackie Biskupski (name), known or identified to me to be the Mayor (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Salt Lake City (entity name), and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City (city, state)
My Commission Expires: 10/25/2021 (d/m/y)



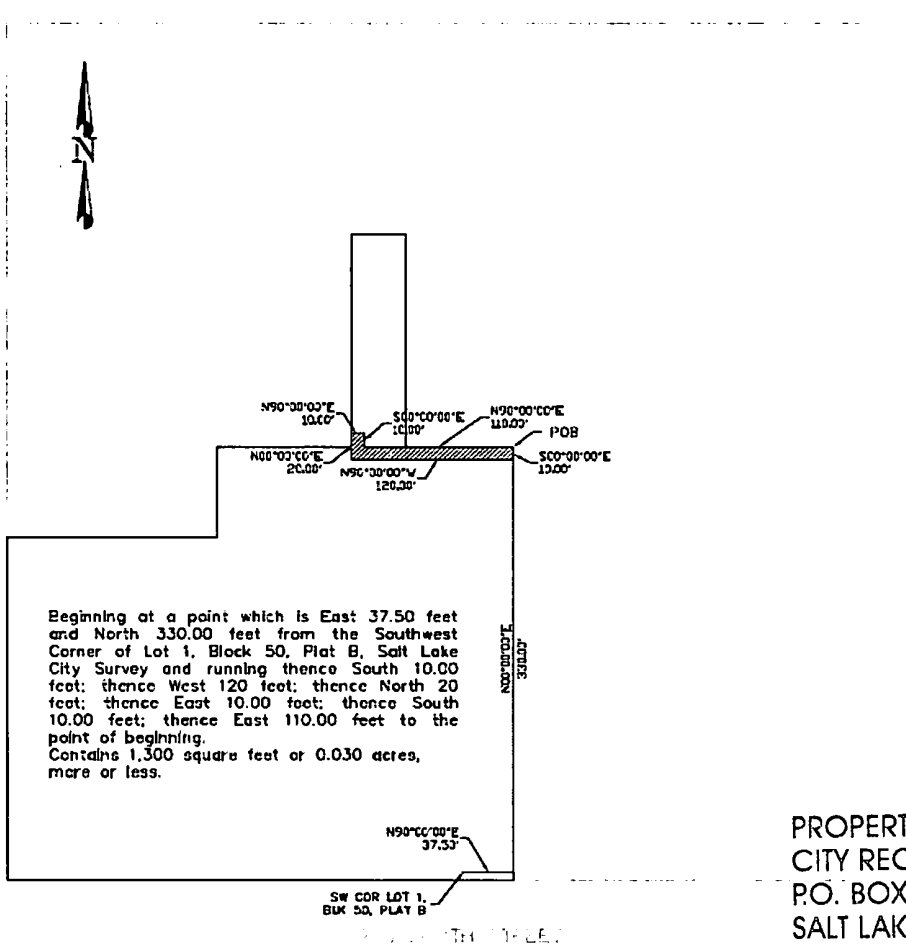
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P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

Property Description

Section: 06 Township 1S , Range 1E
 Salt Lake Meridian
 County: Salt Lake State: Utah
 Parcel Number: 16-06-205-017



FORMER PUBLIC SAFETY BUILDING SITE EASEMENT



Beginning at a point which is East 37.50 feet and North 330.00 feet from the Southwest Corner of Lot 1, Block 50, Plat B, Salt Lake City Survey and running thence South 10.00 feet; thence West 120 feet; thence North 20 feet; thence East 10.00 feet; thence South 10.00 feet; thence East 110.00 feet to the point of beginning.
 Contains 1,300 square feet or 0.030 acres, more or less.

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CC#: 11441 WO#: 6539412

Landowner Name: Salt Lake

Drawn by:

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 described easement area.

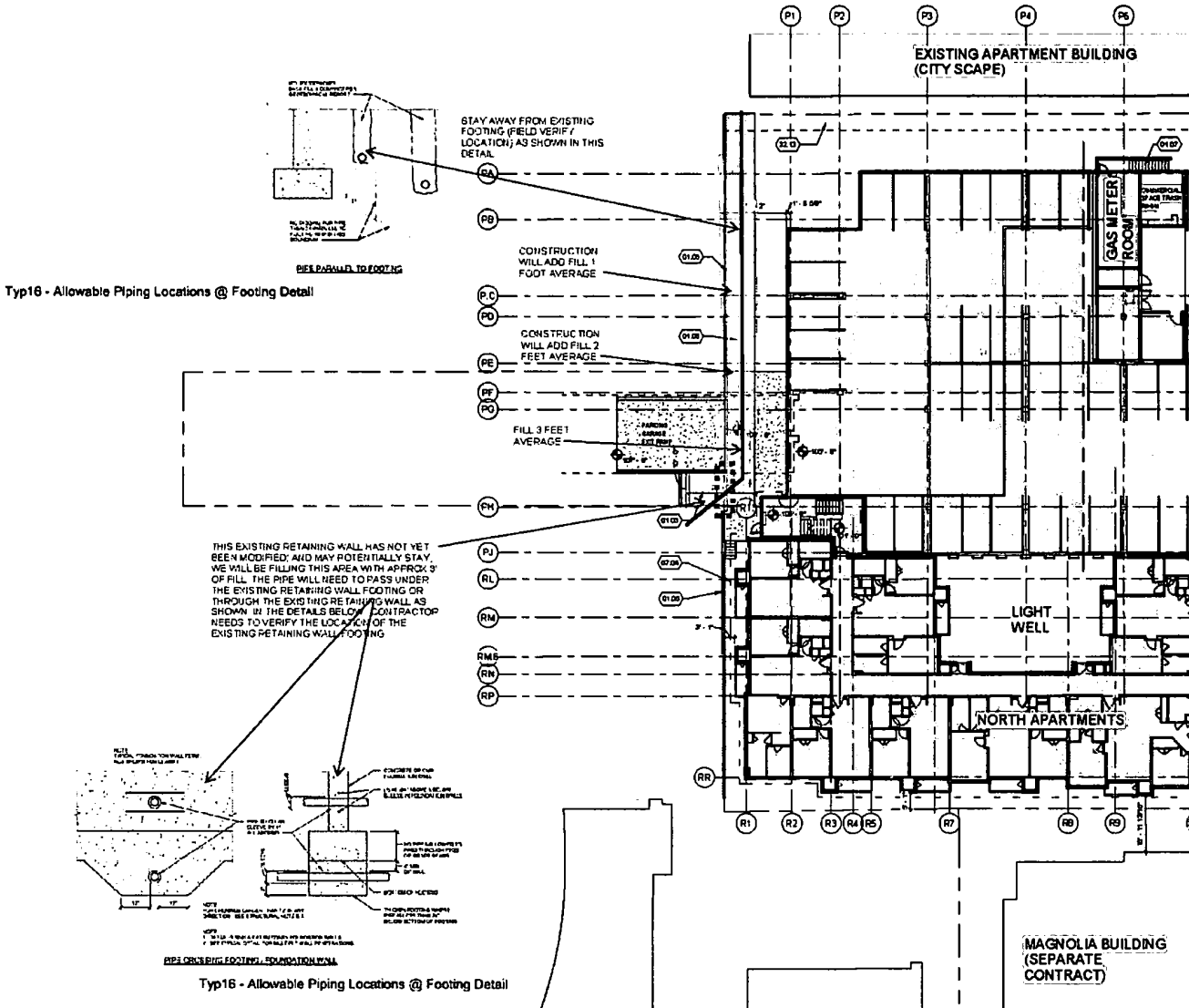
EXHIBIT A



SCALE: Not to Scale

Property Description

Section: 06 Township 1S , Range 1E
 Salt Lake Meridian
 County: Salt Lake State: Utah
 Parcel Number: 16-06-205-017



CC#: 11441 WO#: 6539412

Landowner Name: Salt Lake

Drawn by:

This drawing should be used only as a representation of the work to be done. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT B



PROPERTY OF SALT LAKE CITY RECORDER'S OFFICE
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 SALT LAKE CITY, UTAH 84114-5515

SCALE: Not to Scale