

After recording return to:
Rocky Mountain Power
Right of Way Services
Chris A. Carpenter
70 North 200 East
American Fork, Utah 84003

This document prepared by:
Wayne Christensen
State of Utah
Division of Facilities Construction
and Management
State Office Building, Suite 4110
Salt Lake City, Utah 84114



ENT 2395:2014 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Jan 13 2:27 pm FEE 0.00 BY SS
RECORDED FOR STATE OF UTAH

Easement Agreement (State Lands)

The STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, (the "Grantor"), of Salt Lake City, in the County of Salt Lake, State of Utah, hereby Grants and Conveys to ROCKY MOUNTAIN POWER COMPANY, a Division of PacifiCorp, a Oregon Corporation, at 1407 West North Temple, Salt Lake City, Utah 84116, (the "Grantee") its successors and assigns, for and in consideration of the sum of Ten dollars (\$10.00) and other valuable consideration, hereby acknowledged, a non-permanent, non-exclusive Easement for a buried underground electrical Power Line situated in the County of Utah, State of Utah, and more particularly described as follows:

A non-exclusive easement upon, under and across the lands hereinafter described for the installation, maintenance, repair, replacement and removal of a buried underground electric Power, Transmission, Distribution and Communication Line(s) and all necessary related equipment, including pads, transformers, switches, cabinets and vaults. The property subject to this easement is located in County of Utah, State of Utah, as shown in the attached Exhibit "A".

Assessor Parcel No. 019080

This easement is subject to the following conditions:

All of the Power Line(s) and related equipment upon, under, and across this easement will be as selected, installed, owned, maintained, and operated by the Grantees, or their licensee, in accordance with all codes, laws, rules, or regulations applicable at the time of such installation.

Grantees shall bear all expenses relating to the installation, operation, maintenance, and repair of the buried underground electric Power Line and necessary related equipment.

Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims, demands and suits for damages to person or property arising out of or relating to Grantee's installation, operation, maintenance, repair, removal, and replacement of the a buried underground electric Power Line and necessary related equipment.

Grantor, its successors and assigns, shall have the right to use and occupy the surface of said property for any purpose consistent with the rights and privileges herein granted and which will not endanger or interfere with construction, maintenance, and operation or reconstruction of the buried underground electric Power Line and necessary related equipment. If construction, maintenance, and operation or reconstruction of the buried underground electric Power Line and necessary related equipment is required it shall be the Grantee's responsibility to restore the Grantor's property to as near as reasonable condition as possible to the condition the easement property was in prior to the construction, maintenance, and operation or reconstruction of the buried underground electric Power Line.

At no time shall Grantor place or store any flammable materials (other than agricultural crops) or light any fires, on or within the boundaries of the right of way.

Grantee shall not use the easement for any other purpose than the construction, operation, maintenance, repair and replacement of a buried underground electric Power Line and necessary related equipment appurtenant to the operation and control of said Power Line.

These easement rights are available to the Grantee, its heirs, successors, or assigns only until such time as the Power Line upon, under, or across the easement is permanently abandoned and removed, the use of the Grantor's property changes, or if it is determined that terminating the Easement is in the best interests of the State of Utah, at which time the title and interest of the Grantee, their successors and assigns shall vest in the owners of the underlying fee interest in said property.

This Easement is appurtenant to the property now owned by Grantor and benefited by the Easement, and the Easement shall run with the land.

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.**

Together with and subject to any and all easements, rights-of-way, and restrictions appearing of record or enforceable in law and equity.

IN WITNESS HEREOF, the State of Utah, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, has caused this instrument to be executed this 13 th day of January A.D., 2014.

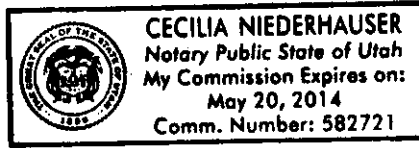
GRANTOR:
STATE OF UTAH
DIVISION OF FACILITIES CONSTRUCTION
AND MANAGEMENT

By: Bruce Whittington
Bruce Whittington
Deputy Director
Division of Facilities Construction and
Management

STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

On this 13 th day of January, 2014, personally appeared before me, who, being duly sworn, did say that he is the Deputy Director of the Division of Facilities Construction and Management, a division of the Department of Administrative Services, State of Utah, and that the foregoing instrument was signed on behalf of said agency by statutory authority, and that the aforesaid agency executed the same.

Cecilia Niederhauser
Notary Public



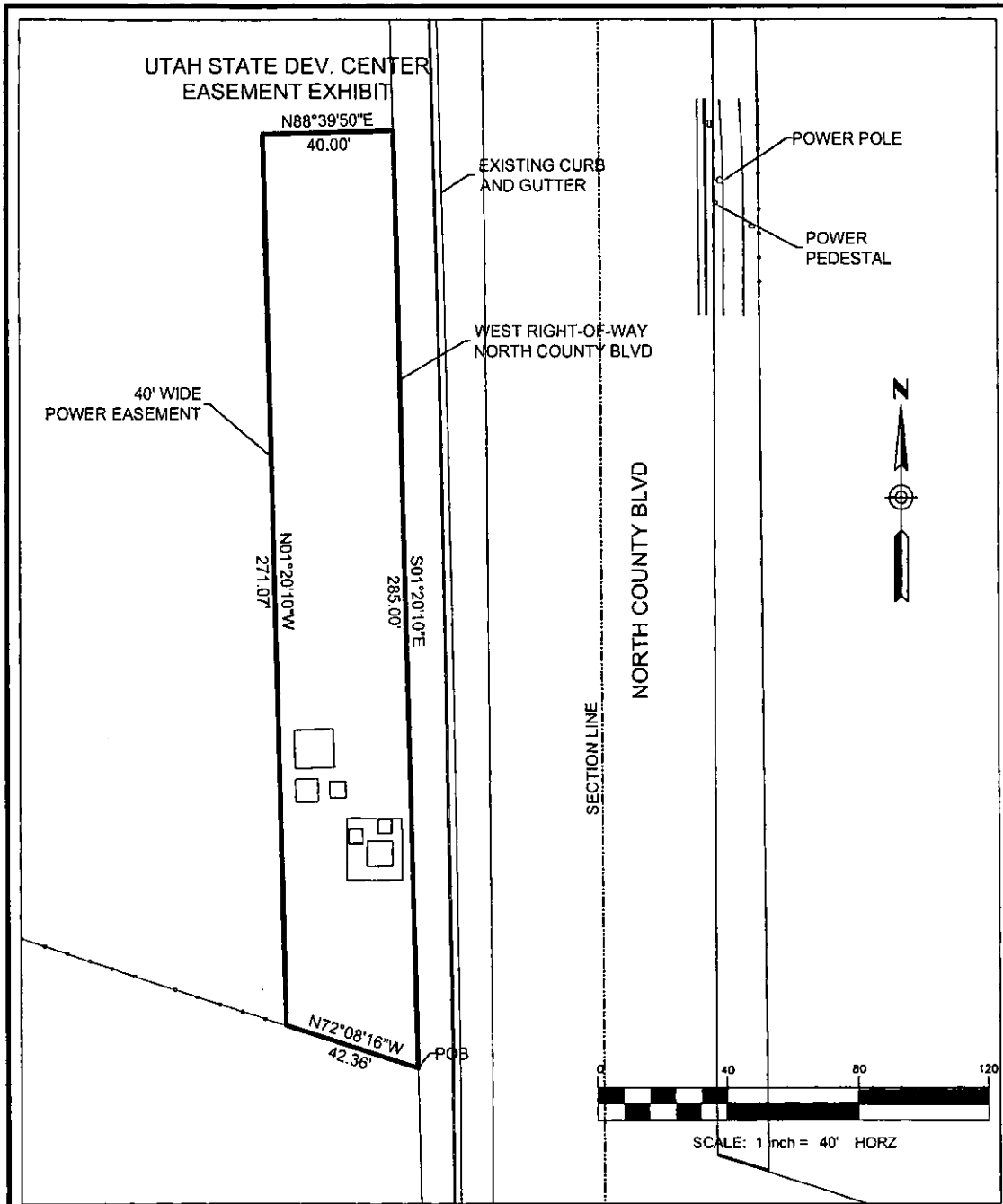
My Commission Expires: 5-20-14

EXHIBIT A**Easement West of North County Blvd**

An easement, 40.0 feet wide, along the westerly right of way of North County Boulevard for the installation and maintenance of power utilities along the easterly boundary of the State of Utah, by and through the Division of Facilities and Construction Management, a division of the Department of Administrative Services as Described in Entry 15436, Book 2514, Page 767, and as modified by the Utah County Deed as described in Entry 87358:2010, recorded in the office of the Utah County Recorder, said easement being more particularly described as follows:

Beginning at a point at the intersection of the westerly right of way of the North County Blvd and the extension of the canal right of way fence, said point being N00°06'13"W 500.16 feet along the section line and West 56.95 feet more or less, from the Southeast corner of Section 1, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence along said canal fence N72°08'16"W 42.36 feet; thence parallel to the westerly right of way of said North County Blvd N01°20'10"W 271.07 feet; thence N88°39'50"E 40.00 feet to said westerly right of way of North County Blvd, the S01°20'10"E 285.00 feet along said westerly right of way of North County Blvd to the point of beginning.

Containing 0.255 acre (11,121 square feet), more or less.



H&H
ENGINEERING & SURVEYING, INC.

233 EAST MAIN ST., SUITE 2
AMERICAN FORK, UTAH 84003
TEL: (801) 756-2488
FAX: (801) 756-3499

PREPARED FOR:
UTAH STATE DEV. CENTER
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AMERICAN FORK, UT 84003