

When recorded, return to:
Salt Lake County
2001 South State Street, Suite S4-700
Salt Lake City, UT 84190
Attn: Angelo Calacino
Tax ID No(s) 33-11-300-039, 33-15-400-028
Parcel No(s) UTSL-0032, 0720
File No(s) 51775, 02682

12519860
04/21/2017 11:12 AM \$0.00
Book - 10549 Pg - 8122-8132
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO COMMUNITY RESOURCE & DEV
SUITE S2100
BY: MSA, DEPUTY - WI 11 P.

PUBLIC RECREATION EASEMENT AGREEMENT

This Public Recreation Easement Agreement (the "Easement") is entered into this 1st day of March 2017, by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, successor in interest to Utah Power & Light Company ("Grantor"), and Salt Lake County, a body corporate and politic of the State of Utah, on behalf of its Parks and Recreation Department, whose principal address is 2001 South State Street, S4-700, Salt Lake City, Utah 84190 ("Grantee").

RECITALS

A. Grantor owns certain parcels of land located in Salt Lake County, State of Utah, used for the construction, maintenance and operation of high voltage electric transmission lines and other similar and incidental uses in connection with its electric utility operations. The parcels of land are referred to hereinafter as the "Transmission Line Corridor."

B. Grantee desires to construct a public trail and related improvements (collectively referred to herein as the "Improvements") within the Transmission Line Corridor and desires an easement for the purposes of: (1) constructing the Improvements; and (2) allowing public access for recreational use.

C. Grantor has agreed to convey an easement to Grantee subject to and in accordance with the terms and conditions set forth herein.

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

1. **Grant of Easement.** Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee a non-exclusive, perpetual easement on, over, across and through the Transmission Line Corridor (hereinafter referred to as the "Easement" or "Easement Area") for the Improvements, which will be constructed, operated and maintained solely by Grantee. The location and boundaries of the Easement conveyed to Grantee are more particularly described in Exhibit(s) "A and B", attached hereto and by this reference made a part hereof.

2. **Limitation of Liability.**

2.1. **Limitation of Landowner's Liability.** Grantee shall also have the right to allow the public to use, without charge, the Easement Area for recreational purposes and for no other use. The intent of this Easement is to make the Transmission Line Corridor available to the public for recreational purposes in accordance with the provisions of the Limitation of Landowner Liability – Public Recreation laws as set forth in Chapter 57, Title 14, Utah Code Annotated, (hereinafter referred to as the "Act") and to limit Grantor's and Grantee's liability toward persons entering such land. To that end, Grantee shall not construct or cause to be established or performed in the Transmission Line Corridor any dangerous

structure, condition or activity. If, and to the extent that, Grantee has knowledge of a dangerous structure, condition, activity or use as set forth in the Act, it shall be the responsibility of Grantee, not Grantor, to guard or warn as defined by the Act; provided that, nothing in this Easement shall create or enlarge Grantor's or Grantee's duty or obligation to third parties or impute Grantor's knowledge to Grantee or vice versa. Grantee shall defend Grantor under the Act for any and all claims directly or indirectly arising out of, caused by, or resulting from, in whole or in part, the public's access and/or use of the Easement, except for any liability caused by the sole negligence of Grantor.

2.2. Indemnification for Claims not within the Act. Grantee shall use the Easement at its own risk. Grantee shall release, indemnify, defend, and hold harmless Grantor from and against all other 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, (i) a breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement, or (iii) 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. Grantee shall not be obligated to indemnify, defend or hold Grantor harmless to the extent any liability under this section 2.2 is caused by any negligent or willful act or failure to act of the Grantor. Grantee's obligations under this section 2.2 are subject to the limitations set forth in the Governmental Immunity Act of Utah.¹

2.3. Grantee has examined the Easement Area and accepts it in its present condition, AS-IS and with all faults. Grantee further acknowledges that it is aware that static shock could occur under the overhead high voltage power lines operating under normal conditions and agrees to take whatever precautions are necessary to protect the public from static shock in the Easement Area.

2.4. Grantor makes no representations or warranties as to the present or future condition of the Easement Area and shall not be required to perform, pay for, or be responsible for any work to ready the property or remedy any property conditions or perform any work, repair, or improvement whatsoever to the property or Grantor's facilities or structures to accommodate Grantee's use conveyed hereunder.

3. Grantee's Improvements.

3.1. Grantee shall not:

a. make any use of Grantor's Land that, in the sole opinion of Grantor, unreasonably interferes with the operation, maintenance or repair of Grantor's existing electric facilities and improvements or any facilities or improvements that may in the future be constructed, added to, modified, or altered;

b. make any use of Grantor's Land that, in the sole opinion of Grantor, creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety, or that may violate either OSHA requirements for worker safety near high voltage lines or Utah High Voltage Act Safety Clearance Standards;

¹ *Utah Code Ann. § 63G-7-101 et. seq.*

c. construct or place any building or structure of any kind or nature (i.e., pavilions, restrooms, etc.) or place or allow to be placed any equipment or material of any kind within the Easement and below Grantor's transmission lines or transmission line structures without express written consent of Grantor, which consent shall not be given for any such buildings, structures, streetlights or signs that exceed (10) feet in height;

d. store any materials, or allow flammable or hazardous materials to be temporarily present, or allow refueling of vehicles or equipment, or allow any fires to be lit within Grantor's Land; provided, however, that Grantee may place fill material within the Easement as part of its construction project as approved by Grantor in writing upon review of Grantee's Jordan River Parkway Trail plans and specifications;

e. alter ground elevations without Grantor's prior written consent.

3.2. Requests for Grantor's consent to uses other than specifically allowed above must be made in writing. Such consent shall be based upon National Electric Safety Code clearance standards or more stringent standards as may be imposed by Grantor, drainage concerns, the protection of Grantor's existing and future facilities and improvements, and any other reason Grantor deems reasonably necessary for the efficient and safe operation of Grantor's transmission lines.

3.3. Prior to making any improvements or placing any structure within Easement Area, Grantee shall submit detailed plans and specifications to Grantor at least sixty (60) days in advance. Grantor reserves the right to deny or require modifications to such plans to ensure the Improvements will not impair Grantor's facilities or uses of its property. The Improvements shall be made in a good and workmanlike manner consistent with applicable building codes or other applicable governmental requirements.

3.4. Grantee shall not use or permit to be used within the Transmission Line Corridor any cranes or other equipment having a boom or similar attachment which may come in contact with or within an unsafe distance of Grantor's overhead electric transmission and distribution lines or structures. Grantee shall not excavate within 50 feet of Grantor's transmission structures. Grantee shall maintain a minimum distance of twenty (20) feet between equipment and transmission line conductors (wires). Grantee shall maintain a minimum distance of fifty (50) feet between approved structure(s) and transmission line conductors (wires). Grantee shall maintain a minimum distance of thirty-five (35) feet from finished grade of approved improvements to conductors. Grantee shall maintain a minimum distance of fifty (50) feet between approved improvements and the point where the transmission line (steel/wood pole/guy anchor/steel pole) enters the earth. Grantee shall use best faith efforts to monitor against any public activity that may result in bringing any object or thing within the minimum clearance distances provided in this paragraph.

3.5. Grantee shall not plant any species of trees or other vegetation under or near Grantor's transmission lines that will grow to a mature height greater than twelve (12) feet and shall otherwise keep and maintain the Easement Area clear of all brush, trees and timber that exceeds twelve (12) feet in height or any other vegetation that may endanger Grantor's facilities or improvements or that may impede Grantor's use and access of the Easement Area for its utility operations.

3.6. Grantee shall bear any and all costs and expenses for developing the Jordan River Parkway Trail within the Easement Area which shall be performed in a workman like manner and in accordance with federal, state, and local laws.

3.7 Grantee shall not construct or cause to be constructed any curb within the Easement Area, unless expressly approved by Grantor.

3.8 Grantee shall comply with all applicable federal, state, and local laws and applicable codes and standards in connection with its use of the Easement.

4. Grantor's Use.

4.1 Grantor shall have the right to use Grantor's Land, without impairment or interference of any kind, for any use in connection with its electric utility operations. Moreover, Grantor may allow the Easement Area to be used by others, without permission or notice to Grantee, for any purpose that does not unreasonably interfere with Grantee's use, including the installation and use for communications equipment, pipelines, and other similar utility-related uses.

4.2 Grantor shall have the right to cross the Easement Area with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon at any time. Grantor will take commercially reasonable care to not damage Grantee's Improvements during operation and maintenance of the transmission line. However, Grantor shall reasonably repair any damage it caused to Grantee's improvements. In the event Grantee desires the repair or replacement of its facilities located on property owned by Rocky Mountain Power, then GRANTEE shall be solely responsible for the cost of such repair or replacement. Grantor shall use good faith efforts to notify Grantee in advance of any planned, significant construction activities that may interfere with use of the Easement Area by the public or Grantee.

5. Reversion.

5.1 In the event Grantee ceases to use the Easement Area for the public recreational purposes set forth in this Easement for a continuous period of one year, this conveyance, including all right, title, and interest granted herein, shall immediately terminate and revert to Grantor. This provision shall not apply until after Grantee has completed the Improvements, provided that the Improvements are completed within one year after date of the grant of this Easement.

5.2 If the enactment or adoption of any law, ordinance, regulation, order, condition, or other governmental requirement relating to Grantor's operations on the property makes further performance impractical or frustrates the purpose for which this easement was granted, Grantor shall have the right to terminate this easement by giving Grantee ninety (90) days prior written notice.

6. Prevailing Party. If any suit or action arising out of or related to this Easement is brought by either party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunications costs, and deposition costs, and all other costs of discovery) incurred by such party or parties in such suit or action, including without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

7. Integration. This Easement, including exhibits, represents the entire agreement between the parties and supersedes any and all prior understandings, representations, or agreements of the parties, whether written or otherwise, regarding the subject matter of this document.

8. Authority. Each individual executing this Easement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she

has been duly authorized to sign this Easement in the capacity and for the entities set forth where he or she signs.

9. Subject to Existing Rights. This Easement is subject to all existing rights of way and encumbrances of record or in equity of law.

10. 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.**

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 1st day of March, 2017.

GRANTOR
Rocky Mountain Power, an unincorporated division of PacifiCorp

By: [Signature]
Its: VP- Engineering

GRANTEE
Salt Lake County

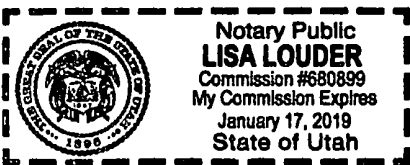
By: [Signature]
Its: Mayor or Designee

APPROVED AS TO FORM
District Attorney's Office
By: [Signature]
Attorney
R. CHRISTOPHER PRESTON
Date: 4/4/2017

ACKNOWLEDGEMENTS

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

On this 1st day of March, 2017, personally appeared before me Douglas N. Bennion who being by me duly sworn, did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp, and that the within and foregoing Public Recreation Easement Agreement was signed on behalf of Rocky Mountain Power by actual authority.

[SEAL] 

[Signature]
Notary Public
Residing in Salt Lake County

EXHIBITS “A and B”

EXHIBIT "A"

Jordan River Parkway Trail

R.O.W. Parcel Number 30: PE

Tax Lot No. 33-11-300-039






A perpetual easement being a part of an entire tract of land conveyed to Rocky Mountain Power, an unincorporated division of PacifiCorp, Successor in Interest to Utah Power and Light Company, organized and existing under the laws of the State of Utah, per that Warranty Deed recorded October 22, 1975 as Entry No. 2753441 in Book 4004, at Page 487 in the Office of the Salt Lake County Recorder; said entire tract is located in the Southwest Quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said perpetual easement is described as follows:

Beginning at a northeasterly corner of said entire tract 2,337.33 feet S.00°20'20" W. along the westerly line of said Section 11 and 620.26 feet N. 90°00'00" E. from the West Quarter Corner of said Section 11; thence S. 25°05'50" W. 143.40 feet along a southeasterly boundary line of said entire tract also being the northwesterly boundary line of Salt Lake City Corporation, a Utah municipal corporation, per that Special Warranty Deed recorded September 20, 2012 as Entry No. 11475148 in Book 10058, at Page 613 in the Office of said Recorder; thence departing said boundary lines southwesterly 55.15 feet along the arc of a 55.50 - foot radius non-tangent curve to the right, concave northwesterly (radius point bears N. 44°05'24" W.), through a central angle of 56°55'48"; thence N. 12°49'59" E. 26.05 feet; thence N. 67°37'51" E. 33.81 feet; thence N. 19°04'54" E. 97.63 feet; thence S. 56°48'51" E. 19.55 feet; thence N. 33°11 '09" E. 30.24 feet to the northerly boundary line of said entire tract; thence S. 84°03'27" E. 9.94 feet along said northerly boundary line to the Point of Beginning.

The above described perpetual easement contains 4,494 square feet in area or 0.103 acres, more or less.

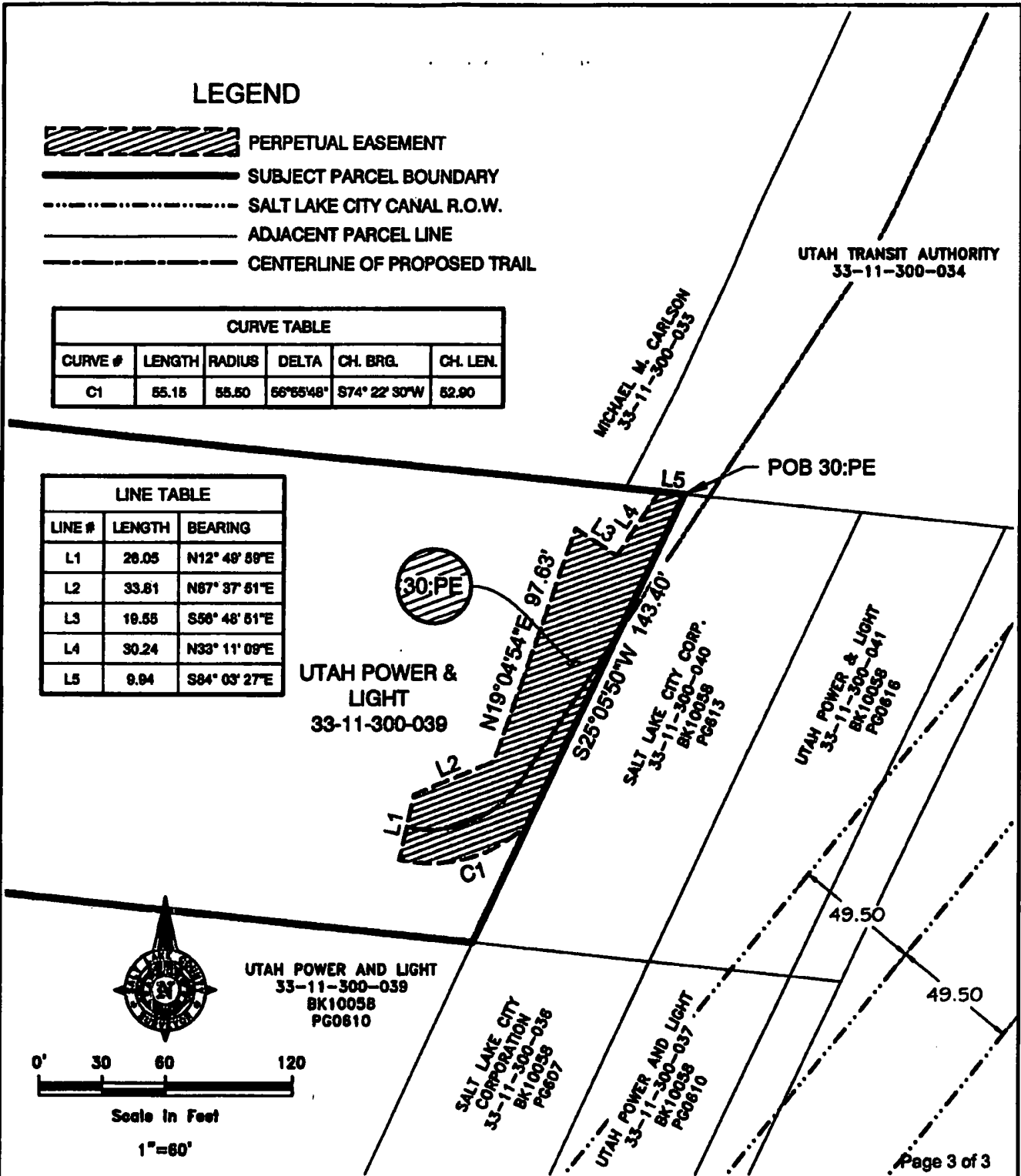
The Basis of Bearing is N. 89°52'25" E. between the West Quarter Corner of Section 11 and the Center Section Monument of said Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

LEGEND

-  PERPETUAL EASEMENT
-  SUBJECT PARCEL BOUNDARY
-  SALT LAKE CITY CANAL R.O.W.
-  ADJACENT PARCEL LINE
-  CENTERLINE OF PROPOSED TRAIL

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH. BRG.	CH. LEN.
C1	55.15	55.50	56°55'48"	S74°22'30"W	52.90

LINE TABLE		
LINE #	LENGTH	BEARING
L1	26.05	N12°48'58"E
L2	33.61	N87°37'51"E
L3	19.55	S58°48'51"E
L4	30.24	N33°11'09"E
L5	9.94	S84°03'27"E



14600 S. - 15000 S. JORDAN RIVER TRAIL
ROCKY MOUNTAIN POWER
 Prepared for:
Salt Lake County Parks & Rec.
 Sec. 11, T.4S, R.1W, S.L.B.&M.
 Work Order No. SU20150231

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor
 2001 S. State St. #N1500
 Salt Lake City, Utah 84114-4575
 (385) 488-8240

EXHIBIT "B"

Jordan River Parkway Trail

R.O.W. Parcel Number 2: PE

Tax Lot No. 33-15-400-028

A perpetual easement for an existing Jordan River Trail being a strip of land 25.00 feet in width lying within an entire tract of land conveyed to Utah Power and Light Company, a Utah corporation, per that Quit Claim Deed recorded October 26, 1944 as Entry No. 987517 in Book 402, at Page 216 in the Office of the Salt Lake County Recorder; said entire tract is located in Government Lots 6 and 7, in the Southeast Quarter of Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said strip lies 10.00 feet perpendicularly or radially distant westerly and 15.00 feet perpendicularly or radially distant easterly of the following described control line:

Beginning at a point on the southerly boundary line of said entire tract of land 1,197.42 feet S. 89°59'42" E. along the southerly Section line of said Southeast Quarter from the South Quarter Corner of said Section 15 marked by a 1947 GLO brass cap in concrete; thence N. 03°03'11" E. 83.61 feet to a point of tangency with a 300.00 - foot radius curve to the right, concave easterly; thence northerly 26.45 feet along the arc of said curve, through a central angle of 05°03'07", thence N. 08°06'18" E. 419.90 feet to a point of tangency with a 1075.00 - foot radius curve to the left, concave westerly; thence northerly 426.91 feet along the arc of said curve, through a central angle of 22°45'13"; thence N. 14°38'54" W. 114.80 feet to a point of tangency with a 700.00 - foot radius curve to the right, concave easterly; thence northerly 127.93 feet along the arc of said curve, through a central angle of 10°28'15"; thence N. 04°10'39" W. 148.26 feet to the northerly boundary line of said entire tract and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on the southerly boundary line of said entire tract and terminate on the northerly line of said Government Lot 7.


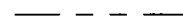




The above described perpetual easement contains 33,697 square feet in area or 0.774 acres, more or less.

The Basis of Bearing is S. 89°59'42" E. between the 1947 G.L.O. Brass Cap marking the South Quarter Corner of said Section 15 and the Southeast Corner of said Section 15 marked by a Salt Lake County Flat Brass Cap in concrete, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Control line of easement being the existing westerly edge of asphalt trail.

EXHIBIT "B"

LINE TABLE		
LINE #	LENGTH	BEARING
L1	83.61	N3° 03' 11"E
L2	114.80	N14° 38' 54"W
L3	148.26	N4° 10' 39"W

LEGEND

-  PARCEL BOUNDARY
-  SECTION LINE
-  ADJACENT PARCEL
-  GOVERNMENT LOT LINE
-  PERPETUAL EASEMENT
-  EXISTING TRAIL

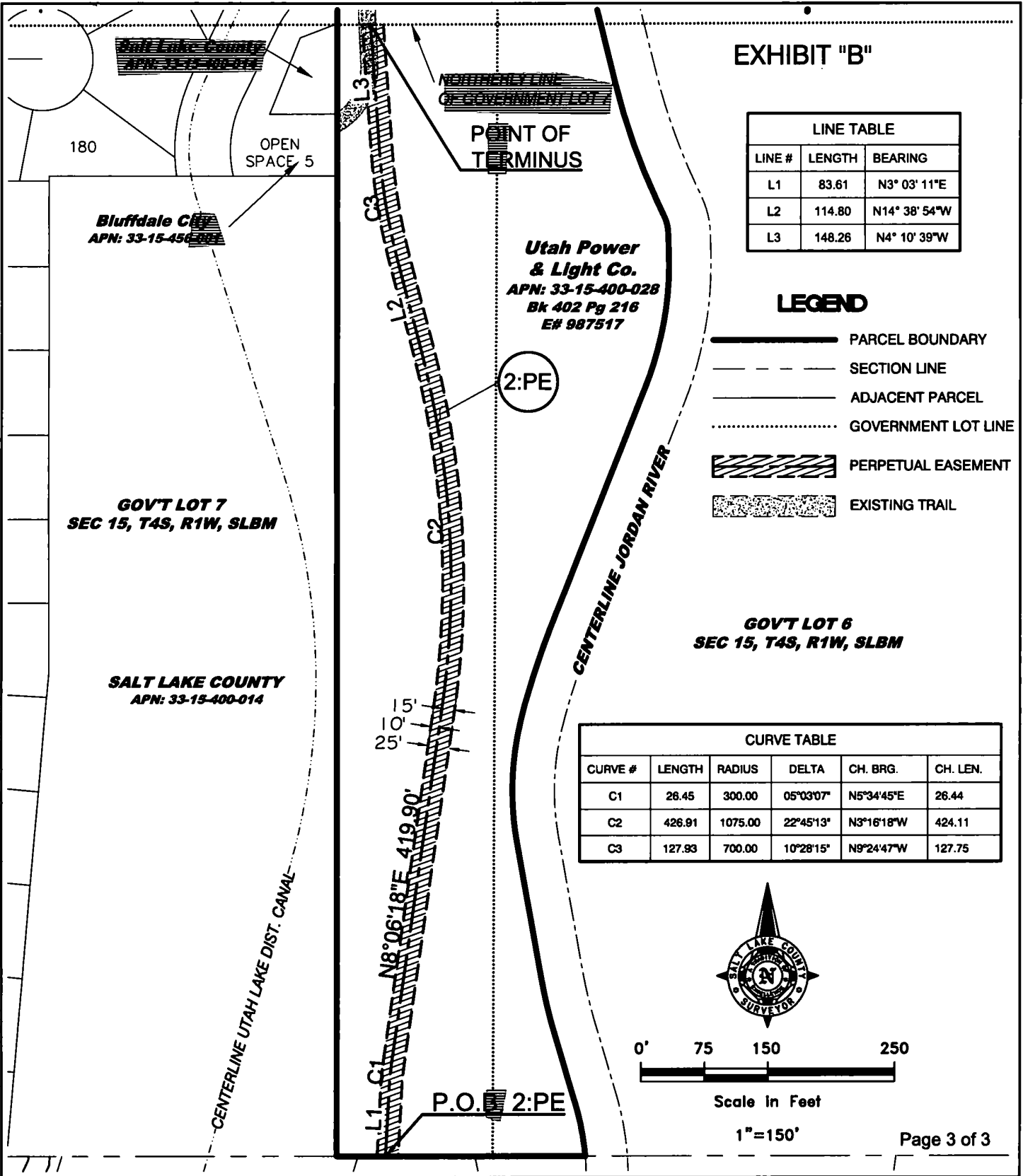
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH. BRG.	CH. LEN.
C1	26.45	300.00	05°03'07"	N5°34'45"E	26.44
C2	426.91	1075.00	22°45'13"	N3°16'18"W	424.11
C3	127.93	700.00	10°28'15"	N9°24'47"W	127.75



Scale in Feet

1" = 150'

Page 3 of 3



PERPETUAL EASEMENT - JORDAN RIVER TRAIL
UTAH POWER & LIGHT CO.

Prepared for:
Salt Lake County Parks & Rec.

Sec. 15, T.4S, R.1W, S.L.B.&M.
Work Order No. SU20160009

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

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