

FILE

Recorded at Request of Salt Lake County

3213559

Date 11-7-78
By Cheryl Warrington

LEASE OF EASEMENT

THIS LEASE AGREEMENT made and entered into this 6th day of November, 1978, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as CITY, and UTAH POWER & LIGHT COMPANY, a Utah corporation with its principal office in Salt Lake City, Utah, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, Lessee wishes to secure an Easement from City over ground owned by City and occupied by the Salt Lake City International Airport, hereinafter referred to as "Airport", for purposes of a high voltage transmission line, and City is willing to grant said easement so long as certain conditions prevail; and

WHEREAS, Lessee accepts this Lease upon the condition that Lessee relocate its transmission line at its own expense upon the request of City so long as City makes said request within twenty (20) years of the date of the execution of this Lease; and

WHEREAS, City plans to expand the Airport considerably within the next twenty (20) years, and may need the area described herein for runway expansion purposes or for other Airport purposes; and

WHEREAS, Lessee is aware of City's plan to expand its runway at the Airport and has decided to secure the easement described herein notwithstanding, with full knowledge and understanding that Lessee may be required to relocate its lines, which it shall do by either relocating the transmission line within the easement described herein at its own expense, or if at that time technology is sufficiently advanced, Lessee may elect to place its overhead facilities underground on the easement described herein, at its own expense, with proper modifications made so that the transmission line is compatible with the Airport's use of the property; and

WHEREAS, Lessee agrees to relocate the subject transmission line within the easement described herein, within two (2) years of notice given to Lessee by City so long as said notice is delivered

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Recorded at Request of U. P. & L. CO. Attn. Helen Johnson
Fee Paid \$ 14.50 KATIE L. DIXON, Recorder, DEC 19 1978
Salt Lake County, Utah, By Cheryl Warrington Dept. Date
Cheryl Warrington P.O. Box 899 Ste 84110

within twenty (20) years of the date of the execution of the Lease;
and

WHEREAS, City agrees that if no expansion of the Airport takes place within twenty (20) years of the date of the execution of the Lease and therefore no notice is given to Lessee within twenty (20) years of the date of the execution of the Lease, then this Lease will be renegotiated.

NOW, THEREFORE, for and in consideration of mutual promises and covenants and other consideration, the parties hereto agree as follows:

1. City hereby leases to Lessee, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a temporary easement for the erection, operation and maintenance, repair, alteration, inspection, relocation and replacement of one or more transmission and distribution circuits of the Lessee, with the necessary poles, towers, guys, subs, crossarms, braces and other attachments affixed thereto, for the support of said circuits upon, over, under and across the following described land, situated in Salt Lake County, State of Utah, to-wit:

A right of way 65 feet in width and adjacent to an existing right of way of the Grantee, being 15 feet on the east and 50 feet on the west of the following described line:

Beginning on the Grantor's land at a point 150 feet west, more or less, from the northeast corner of Section 18, T.1 N., R.1 W., S.L.M., thence S. 14°47' W. 11,550 feet, more or less, to an angle point in the above described line, and being in the E 1/2 of the E 1/2 and the SW 1/4 of SE 1/4 of said Section 18, the W 1/2 of the NE 1/4, the NW 1/4 of the SE 1/4 and the E 1/2 of the SW 1/4 of Section 19, and the NE 1/4 of the NW 1/4 of Section 30, Township and Range aforesaid; containing 17.235 acres, more or less.

A right of way 90 feet in width and adjacent to an existing right of way of the Grantee, being 40 feet on the east and 50 feet on the west of the following described line:

Beginning on the Grantors' land at the angle point in the above described line which is 610 feet south and 2070 feet east, more or less, from the northwest corner of Section 30, T.1 N., R.1 W., S.L.M., thence S. 30°55' W. 3970 feet, more or less, to the west boundary line of said Grantors' land and being in the E 1/2 of the NW 1/4, Lots 2 and 3 of said Section 30; containing 8.202 acres, more or less.

Total area is 25.437 acres, more or less.

ALL RIGHTS RESERVED
Del

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Together with full right and authority to Lessee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles, and other supports, together with braces, guys, anchors, crossarms, cables, conduits, wires, conductors, man-holes, transformers and other fixtures, devices and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees, brush and other growth on or overhanging said premises.

2. At no time shall any flammable material, (including, but not limited to, chemical solvents, gasoline, rubbish piles, haystacks, or lumber products), any residential structure, or any other building or any kind of equipment in excess of 16 feet in height, be placed or erected within the boundaries of said right of way, nor shall any building, equipment or material of any kind that exceeds 16 feet in height be stored thereon by Lessee or by City nor their heirs, successors or assigns.

3. The rights granted hereunder are exclusive and the premises indicated herein are not subject to being used for other utility purposes.

4. Lessee shall not disturb any existing sewer, water, or other utility lines within the boundaries of the easement granted.

5. Lessee's said facilities shall be installed as nearly as possible in the center of the described premises.

6. Lessee will comply with all applicable City ordinances, state and county laws in the installation, maintenance or removal of said facilities, and within thirty (30) days of complete installation, Lessee will submit a complete set of as constructed plans and specifications to the City Engineer.

7. After installation of said facilities, Lessee will, at its

sole expense, restore the surface of any land disturbed by Lessee within said premises as nearly as possible to its original condition. If said damage is not properly repaired or restored to its original condition and Lessee fails to effect said restoration within a reasonable period of time, to be determined by City, after receipt of written notice from City, City may restore or have the surface and/or damage repaired at the entire expense of Lessee.

8. No supervision or advisory control, if any, exercised by City or in its behalf, shall relieve Lessee of any duty or responsibility to the general public or relieve Lessee from any liability for loss, damage or injury to persons or property sustained by reason of the installation, maintenance or removal of Lessee's facilities, nor of Lessee's liability for damage to City's premises; and Lessee agrees to indemnify and save harmless City, its agents and employees from any and all claims, loss or expense, including attorney's fees, that may arise out of the construction, maintenance, removal or use of said facilities by Lessee.

9. City shall have the right at such times and in such a manner as it deems necessary to construct roads, or to carry out other City purposes over, across and through the premises covered by this easement, and when Lessee's facilities interfere with any City purpose, upon receipt of written notice from City, Lessee will, as requested, remove, relocate or adjust those of its facilities designated within two (2) years time after such notice and at the entire expense of Lessee.

10. In the event Lessee shall fail to perform or comply with any term or condition hereof, this easement shall immediately terminate and cease as though it had never been granted and Lessee shall have a reasonable time, to be determined by City, in which to remove its said facilities.

11. Lessee shall not assign any of its rights hereunder without the prior written consent of City.

12. In the event Lessee ceases to use any of the premises for

the purposes herein described from a period of more than one calendar year, then this easement shall cease and terminate, and Lessee will, upon City's written request, remove all remaining facilities at Lessee's sole expense.

13. This easement shall terminate two years after notice is given to Lessee by the City as set forth in paragraph hereof, or twenty (20) years from the date hereof, whichever shall first occur.

14. Lessee, upon notification from City, shall relocate its transmission lines located in the easement described in paragraph 1 at its own expense. Lessee will have two (2) years from time notice is given by City or Airport to relocate its facilities, or to place them underground, if technology is sufficiently advanced, on the existing easement with proper modification made so the line is compatible with the Airport's use. Notice from City will be sent in writing or personally delivered to Utah Power & Light Company, P.O. Box 899, 1407 West North Temple, Salt Lake City, Utah 84110, Attention: Manager, Transmission Engineering.

15. Lessee agrees to make a diligent effort at the present time to acquire a right of way to accommodate future possible relocation of the transmission line to be built on the easement described in paragraph 1, which shall be obtained at Lessee's sole expense.

16. If no expansion of the Airport takes place within twenty (20) years of the date of the execution of this Lease and therefore no notice is given to Lessee within twenty (20) years of the date of the execution of this Lease, then this Lease shall terminate and will be renegotiated.

17. As consideration for the easement, Lessee shall pay to City the sum of \$120,000.00 on or before November 1, 1978.

18. Lessee in the operations to be conducted pursuant to the provisions of this lease and otherwise in the use of the leased premises will not discriminate or permit discrimination against any person or class of persons. By reason of race, color, religion, sex or national origin in any manner prohibited by Part 21 of the

Regulations of the office of the Secretary of Transportation or any amendments thereto. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

19. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance.

20. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement or agreements between the City and the United States Government, relative to the development, use, operation or maintenance of Salt Lake City International Airport.

21. Lessee agrees to comply with the notification and review requirements covered by Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

22. The Lessee by accepting this lease expressly agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taxiing off of aircraft from Salt Lake City International Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.

23. The Lessee by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above an elevation of mean sea level of 4363 feet and as depicted on the attached Exhibit "A" (map) and as by the Federal Aviation Administration on the attached form 7460-1 for Aeronautical Study 78-RM-107-OE. In the event the aforesaid covenant is breached, the City reserves the right to enter upon

the land leased hereunder and to remove the offending structure or object and cut the offending natural growth, all of which shall be at the expense of the Lessee.

24. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taxiing off from or operation on the Salt Lake City International Airport.

DATED this 6th day of November, 1978.

ATTEST:
BY [Signature]

UTAH POWER & LIGHT COMPANY
BY [Signature]

SALT LAKE CITY CORPORATION
BY [Signature]
MAYOR

ATTEST:
[Signature]
CITY RECORDER

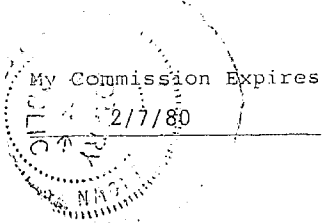
STATE OF UTAH)
County of Salt Lake) ss.

On the 6th day of November, 1978, personally appeared before me John S. Anderson, who being by me duly sworn, did say that he is the Vice President of UTAH POWER & LIGHT COMPANY, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution (or bylaws) of its Board of Directors; and said persons acknowledged to me that

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said corporation executed the same.

Melinda Brown
NOTARY PUBLIC, residing in
Salt Lake City, Utah



My Commission Expires:

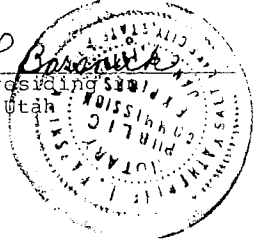
STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 7th day of November, 1978, personally appeared before me TED L. WILSON and MILDRED V. HIGHAM, who being by me duly sworn, did say that they are the MAYOR and CITY RECORDER, respectively, of SALT LAKE CITY CORPORATION, and that said instrument was signed in behalf of said corporation by authority of a motion of its Board of Commissioners passed on the 7th day of November, 1978; and said persons acknowledged to me that said corporation executed the same.

Katherine L. Brown
NOTARY PUBLIC, residing in
Salt Lake City, Utah

My Commission Expires:

1-8-79



DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION		FOR FAA USE ONLY AERONAUTICAL STUDY NO. 78-RM-107-0E	
1. NATURE OF STRUCTURE (Complete both A and B below)		FAA will either return this form or issue a separate acknowledgement.	
A. (Check one) <input checked="" type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATION		A. The proposed structure: <input type="checkbox"/> Does not require a notice to FAA. <input type="checkbox"/> Would not exceed any obstruction standard of Part 77 and would not be a hazard to air navigation.	
B. (Check one) <input checked="" type="checkbox"/> PERMANENT <input type="checkbox"/> TEMPORARY (State length of time) _____ Mos.		<input type="checkbox"/> Should be obstruction marked <input type="checkbox"/> lighted per FAA Advisory Circular 70/7460-1, Chapter(s) _____ <input type="checkbox"/> Obstruction marking and lighting are not necessary. <input type="checkbox"/> Requires supplemental notice. Use FAA form enclosed.	
2. NAME AND ADDRESS OF INDIVIDUAL, COMPANY, CORPORATION, ETC. PROPOSING THE CONSTRUCTION OR ALTERATION (Number, Street, City, State and Zip Code)		B. FCC was <input type="checkbox"/> was not <input type="checkbox"/> advised.	
TO UTAH POWER & LIGHT COMPANY P. O. BOX 899 SALT LAKE CITY, UTAH 84110		REMARKS:	
3. TYPE AND COMPLETE DESCRIPTION OF STRUCTURE		ISSUING OFFICE:	
345 Kv double circuit steel poles 107 to 127 feet in height. See attached map for top of tower elevations.		REVIEWING OFFICER: _____ DATE: _____	
4. LOCATION OF STRUCTURE			
A. COORDINATES (To nearest second)		B. NEAREST CITY OR TOWN, AND STATE	
LATITUDE _____ LONGITUDE _____		SALT LAKE CITY, UTAH	
SEE ATTACHED MAP		(1) DISTANCE FROM 4B FIVE (5) MILES (2) DIRECTION FROM 4B WESTERLY	
C. NAME OF NEAREST AIRPORT, HELIPORT, OR SEAPLANE BASE		(1) DISTANCE FROM NEAREST POINT OF NEAREST RUNWAY	
SALT LAKE INTERNATIONAL AIRPORT		SEE ATTACHED MAP (2) DIRECTION FROM AIRPORT NORTH	
D. DESCRIPTION OF LOCATION OF SITE WITH RESPECT TO HIGHWAYS, STREETS, AIRPORTS, PROMINENT TERRAIN FEATURES, EXISTING STRUCTURES, ETC. (Attach a highway, street, or any other appropriate map or scaled drawing showing the relationship of construction site to nearest airport(s). If more space is required, continue on a separate sheet of paper and attach to this notice.)			
See attached U.S.G.S. map with proposed line indicated in red. The line will be located adjacent to and on the northwest side of an existing 230 Kv steel tower line. Spans are approximately 700 to 900 feet.			
5. HEIGHT AND ELEVATION (Complete A, B and C to the nearest foot)		6. WORK SCHEDULE DATES	
A. ELEVATION OF SITE ABOVE MEAN SEA LEVEL		A. WILL START	
4210' TO 4225'		5-1-78	
B. HEIGHT OF STRUCTURE INCLUDING APPURTENANCES AND LIGHTING (if any) ABOVE GROUND, OR WATER IF SO SITUATED		B. WILL COMPLETE	
107' TO 127'		12-31-78	
C. OVERALL HEIGHT ABOVE MEAN SEA LEVEL (A+B)		YES _____ NO _____	
4317 TO 4363		YES _____ NO _____	
7. OBSTRUCTION MARKED AND/OR LIGHTED IN ACCORDANCE WITH CURRENT FAA ADVISORY CIRCULAR 70/7460-1, OBSTRUCTION MARKING AND LIGHTING		A. MARKED _____	
B. AVIATION RED OBSTRUCTION LIGHTS _____		C. HIGH INTENSITY WHITE OBSTRUCTION LIGHTS _____	
C. HIGH INTENSITY WHITE OBSTRUCTION LIGHTS _____		D. DUAL LIGHTING SYSTEM _____	
D. DUAL LIGHTING SYSTEM _____		I HEREBY CERTIFY that all of the above statements made by me are true, complete, and correct to the best of my knowledge.	
B. NAME AND TITLE OF PERSON FILING THIS NOTICE (Type or Print)		9. SIGNATURE (In ink)	
J. A. BOHLING		[Signature]	
SUPERVISOR, TRANSMISSION LINES ENGINEERING		10. DATE OF SIGNATURE 3-8-78	
11. TELEPHONE NO. (Precede with area code)		(801) 350-2234	
Persons who knowingly and willfully fail to comply with the provisions of the Federal Aviation Regulations Part 77 are liable to a fine of \$500 for the first offense, with increased Penalties thereafter as provided by Section 902(n) of the Federal Aviation Act of 1958 as amended.			
FAA Form 7460-1 (11-72) SUPERSEDES PREVIOUS EDITION		DO NOT REMOVE CARBONS	

MAR 13 1978

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