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1407 W North Temple  
SLC Utah 84116

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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: CBA, DEPUTY - WI 13 P.

**EASEMENT AGREEMENT**

**Easement No. 2273**  
**Fund: School**

THIS EASEMENT AGREEMENT is made and entered into as of this 13<sup>th</sup> day of Aug, 2019 (the "Effective Date") by and among The State of Utah School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102, Attn. Easement Specialist ("Grantor") and PacifiCorp dba Rocky Mountain Power, an Oregon corporation, 1407 West North Temple, Suite 110, Salt Lake City, Utah 84116 ("Grantee").

Recitals

- A. Grantor is an independent state agency responsible for management of state trust lands, including the property that is the subject of this Easement Agreement.
- B. Grantee desires to obtain an easement over a portion of Grantor's property in order to service the development of the Utah state prison and Northwest quadrant of Salt Lake City.
- C. As part of the future development of its property in the Northwest quadrant of Salt Lake City, Grantor desires relocation of two easements held by Grantee that currently cross its property.
- D. Grantor is willing to grant Grantee an easement across those certain state trust lands on the terms and conditions set forth in this Easement Agreement in order to (i) facilitate development of the Utah state prison and the Northwest quadrant of Salt Lake City, including the state trust lands and (ii) support the relocation at Grantor's sole expense of the current easements across its property.
- E. Grantee is willing to work with Grantor in good faith and in a timely manner to facilitate the relocation and/or removal of the two easements and distribution lines that currently exist on Grantor's property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions of this Easement Agreement, Grantor hereby grants to Grantee an easement (the "Easement") over and across the state trust lands legally described in Exhibit "A" and depicted in Exhibits "B," "C" and "D", attached hereto and incorporated by reference (the "Easement Area").
2. **Purpose of Easement.** The Easement is granted for the construction, installation, reconstruction, operation, and maintenance of an overhead 138kV electrical transmission and distribution line and associated facilities and equipment (the "Power Line"), and activities reasonably incident to that use.

3. **Term of Easement.** The Easement is granted for a perpetual term, or until the Power Line is abandoned, or is permanently placed or rendered out of service, at which time the Easement shall be forfeited and terminated.
4. **Covenants Run with the Land.** Except as provided to the contrary in this Easement Agreement, the grant of the Easement and all other provisions of this Easement Agreement shall constitute covenants running with the land, and shall be binding on and shall inure to the benefit of the parties to this Easement Agreement and their respective successors and assigns.
5. **Consideration.** The Easement is granted for good and valuable consideration paid by Grantee, receipt of which is acknowledged by Grantor.
6. **Prepayment of Administrative Fee.** The administrative fee required by Utah Administrative Code R850-40-1800 is included in the consideration paid by Grantee set forth in Paragraph 5 of this Easement Agreement, and will not be charged periodically by Grantor during the term of the Easement.
7. **No Cost to Grantor.** Grantee shall pay all costs and expenses arising out of or related to the construction, operation, and maintenance of the Power Line.
8. **Third Party Rights.** The Easement is issued subject to valid existing rights, whether or not of record.
9. **No Warranty of Title.** Grantor claims title to the lands described in Exhibit "A" in fee simple, but does not warrant the validity of Grantor's title to the subject property. Grantee assumes the risk of all title defects, and hereby releases Grantor from any claim for damages or refund caused by deficiency or failure of Grantor's title, or by interference by any third party.
10. **Easement Non-Exclusive; Access.** The Easement is non-exclusive, and Grantor reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property on terms that will not unreasonably interfere with Grantee's operations. Grantor further reserves the right to dispose of the property by sale, lease or exchange, and the right to utilize the Easement for access to and from lands owned by Grantor on both sides of the Easement Area, including the construction of road and utility crossings. Grantee shall have the right of access along and within the Easement Area and the right of access to the Easement Area across Grantor's adjacent lands as may be reasonably necessary or convenient to carry out the purposes for which the Easement is granted. Grantor may not fence the Easement Area or preclude continuous longitudinal travel by persons, vehicles or equipment, except as otherwise agreed to in writing by Grantee.
11. **Grantor's Use of the Easement Area.** Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted; provided that Grantor expressly agrees that, within the Easement Area, Grantor shall not without the written consent of Grantee: (a) construct or authorize any above-ground building or structure of any kind or nature; (b) excavate or authorize excavation of any portion of the Easement Area in a manner that undermines

or removes lateral support from any pole or structure, or that prevents or impairs Grantee's access to any pole or structure; (c) place, utilize or authorize anything, including equipment or vehicles, that exceeds twelve feet (12') in height in the Easement Area; (d) increase or authorize activities to increase the existing ground elevation; (e) light or authorize any fires, or store or authorize storage of flammable or hazardous materials; or (f) otherwise use, or authorize to be used, the Easement Area in any manner that violates the National Electrical Safety Code or Grantee's then-current safety clearance standards, as may be amended from time to time. Copies of the National Electrical Safety Code and Grantee's safety clearance standards shall be provided to Grantor upon request.

12. **Vegetation Management.** Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12'), or outside of the Easement Area that will grow within twenty-five feet (25') of the transmission line conductor. Grantee shall have the right to prune or remove all vegetation that is in violation of the foregoing or, in Grantee's reasonable opinion, interferes with or is causing or may cause a threat of harm to the Power Line.

13. **Relocation; Limitations; Cost Borne by Grantor.** Grantor shall have the option, at its sole cost, to cause any improvements or facilities located on the Easement Area to be relocated, provided that: (i) Grantor provides Grantee with another suitable location that does not interfere with Grantee's ability to provide safe, efficient, and reliable power service to its customers; (ii) Grantee is able to obtain any and all permits necessary for the relocation; and (iii) Grantor bears the cost for the relocation if Grantor elects to have Grantee relocate facilities under this provision. Grantee shall cooperate with Grantor in adjusting the clearance height of the transmission lines across the 7200 South roadway at Grantor's sole expense should such clearance become an issue at a future date.

14. **Reservation of Minerals; Leasing.** Grantor reserves the right to lease the subject property for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across the Easement, on terms that will not unreasonably interfere with Grantee's rights expressed herein. This Easement Agreement does not give Grantee any right to remove or utilize sand and gravel or any other material without a separate permit from Grantor.

15. **Compliance with Law; Standards.** Grantee shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to its use of the Easement, whether now in existence or hereafter enacted, including without limitation any regulations enacted by Grantor or a successor agency. Grantee shall construct, operate and maintain the Power Line in accordance with applicable building codes and industry best practices, and shall take all precautions reasonably necessary to avoid waste and prevent pollution or deterioration of lands and waters within or in the vicinity of the Easement.

16. **Additional Covenants.**

- a. **As-Built Survey.** After completion of construction of the Power Line, upon written request by Grantor, Grantee shall provide Grantor with an as-built survey prepared by a licensed Utah engineer or surveyor depicting in detail all of Grantee's improvements located on the Easement Area. Grantee shall update the as-built survey from time to time as material improvements are added, removed or replaced by Grantee.
- b. **Antiquities.** All articles of antiquity, cultural resources, paleontological resources, and treasure-trove in or upon the Easement Area are and shall remain the property of Grantor. Prior to surface disturbance of the Easement Area, Grantee shall obtain cultural resources clearances from Grantor and the State Historic Preservation Officer in accordance with Utah Administrative Code R850-60 and applicable state historic preservation law. All costs associated with archaeological and paleontological investigations on the Easement Area arising in connection with Grantee's Project will be borne by Grantee. In the event that Grantee discovers ancient human remains or a "site" or "specimen," as defined in Section 9-8-302 or 79-3-5 Utah Code Annotated, as amended, on the Easement Area, Grantee shall cease all construction in the immediate area of such discovery until such time as such items have been treated in accordance with state law.
- c. **Wildfire.** Grantee shall at all times take reasonable precautions to prevent wildfires from starting or spreading on the Easement Area, and shall comply with all applicable laws, regulations and directives of any governmental agency having jurisdiction with respect to fire prevention and control. In the event that Grantee or its employees, contractors or licensees cause a wildfire that necessitates suppression action, Grantee agrees to pay the costs of any necessary fire suppression activities incurred as a result of the wildfire, in accordance with Utah law.
- d. **Intermediate Reclamation.** Upon completion of construction of the Power Line, Grantee shall use reasonable efforts to reclaim disturbed areas not required for continuing operations by leveling, reseeding and other reasonably necessary steps to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests.
- e. **Fill Materials and Waste.** Grantee shall not allow any deposit of ballast, refuse, garbage, waste matter, chemical, biological or other wastes or pollutants within or upon the Easement Area by Grantee or its agents, employees or contractors. If the Grantee fails to remove all fill material, wastes or materials described above from the Easement, Grantor may at its option remove such materials and charge the Grantee for the cost of removal and disposal.

Grantee acknowledges that a portion of Grantor's property contains a prior landfill and that the Easement may cross certain areas where the soil contains waste from such landfill.

Grantee acknowledges that Grantor has enrolled Grantor's property, including the Easement Area, in the Utah Department of Environmental Quality's ("DEQ") Voluntary Cleanup Program ("VCP").

Unless waste is generated or contributed to by Grantee, its agents, employees or contractors, Grantee undertakes no responsibility for cleanup or disposal of any historical waste that originates from the Easement Area by entering into this Easement Agreement.

If Grantee discovers any waste during its construction, installation, reconstruction, operation, or future maintenance activities, Grantee shall immediately cease work and notify Grantor. Grantor will then have the opportunity to inspect and investigate Grantee's findings. Grantor will then confer with DEQ to determine acceptable measures for removal and cleanup of the waste under the VCP. The waste will be disposed of by Grantor as required by the VCP and controlling laws and regulations of the United States of America and the State of Utah. The costs of disposing of the waste, including but not limited to transportation costs, administrative costs, and disposal costs, will be paid by Grantor. In such instance, Grantee will only be allowed to resume work within the Easement Area at such time as it is provided notice from Grantor.

- f. Removal of Improvements and Reclamation Upon Termination. In the event the Easement terminates because the Power Line is abandoned or permanently placed out of service, as set forth in Paragraph 3, Grantee shall reclaim the Easement by properly removing the Power Line and all other structures, equipment and debris, recontouring the Easement to its approximate original contour, and reseed the Easement, as necessary in the reasonable judgment of Grantor to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests. Grantee shall further abate any hazardous condition on or associated with its use of the Easement. Grantee shall have the right to re-enter the subject property for reclamation purposes for a reasonable period after termination of the Easement.

17. Assignment. Grantee shall not assign or sublease all or part of this Easement without Grantor's prior written consent, which consent shall not be unreasonably withheld. Any assignment or sublease made without Grantor's consent will be ineffective as to Grantor. Grantor may withhold consent to any assignment or sublease if Grantee is in default under this Easement Agreement. No assignment or sublease will operate to relieve Grantee of any obligations under this Easement Agreement. Transfers in ownership associated with any corporate merger, or any acquisition or disposition of ownership of Grantee's corporate parent, do not require Grantor's consent under this paragraph.

18. **General Provisions.**

- a. **Waiver of Breach.** No waiver of the breach of any provisions of this Easement Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Easement Agreement. The failure to enforce or perform any provision of this Easement Agreement shall not be deemed a waiver of any such right.
- b. **Attorney's Fees.** If any legal action is brought by any party to this Easement Agreement in respect of its rights under the agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court.
- c. **Severability.** The invalidity of any provision of this Easement Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision of the agreement.
- d. **Governing Law; Venue.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its choice or conflicts of laws principles that may refer the interpretation hereof to the laws of another state. Grantee consents to suit in the state courts of Utah, and any action brought in connection with this Easement Agreement shall be brought in the Third District Court for Salt Lake County, Utah, subject, however, to any legal requirement for prior exhaustion of administrative remedies.
- e. **Quitclaim.** In the event the Easement terminates because the Power Line is abandoned or permanently placed out of service, as set forth in Paragraph 3, Grantee shall execute, acknowledge and deliver to Grantor, within thirty (30) days after written demand from Grantor to Grantee, any quitclaim deed or other document reasonably deemed necessary or desirable by Grantor to remove the cloud of this Easement from the real property subject to this Easement Agreement.
- f. **No Waiver of Sovereign Immunity.** By this Easement Agreement, Grantor does not waive, limit, or modify any sovereign immunity from suit.
- g. **Jury Waiver.** To the fullest extent permitted by law, Grantor and Grantee each 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 Easement. Grantor and Grantee each 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.
- h. **Indemnity.** Grantee agrees to indemnify and hold Grantor harmless from and against any and all liability arising out of Grantee's activities on the Easement Area, including,

without limitation, injury or death, damage to property, including contamination of any soil, ground water, or other environmental contamination whether or not on or under the Easement Area, and shall include, without limitation, costs of cleanup, any civil penalties assessed for any such contamination or other remedial or preventative action. The obligation herein shall survive the termination of this Easement Agreement for any loss that shall have arisen prior to termination.

- i. Notice. Any notice provided hereunder shall be in writing and directed to the individual party's address first set forth in the preamble of this Easement Agreement. All notices shall be deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or deposited with a reputable overnight courier, or hand delivered. Each party may designate any other address for purposes of this paragraph by providing written notice to the other party as described herein.
- j. Entire Agreement. This Easement Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Grantor and Grantee relative to the Easement, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than are set forth herein. This Easement may be amended only by recording, in the office of the county recorder where the Easement Area is located, an instrument in writing reciting the terms of amendment and bearing the signatures of all parties hereto, or their successors or assigns.

**[SIGNATURES ON NEXT PAGE]**

Easement No. 2273  
PacifiCorp dba Rocky Mountain Power  
Page 8

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed as of the Effective Date.

Grantor: STATE OF UTAH  
School and Institutional  
Trust Lands Administration

By: David Ure  
DAVID URE, DIRECTOR

APPROVED AS TO FORM  
SEAN D. REYES  
ATTORNEY GENERAL

By: Sean D. Reyes  
Special Assistant Attorney General

Grantee: PACIFICORP DBA ROCKY MOUNTAIN  
POWER, an Oregon corporation

By: Harold Duddy  
Name:

Its: Right of Way, Manager



Easement No. 2273  
PacifiCorp dba Rocky Mountain Power  
Page 9

STATE OF UTAH )  
 ) §  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2019, by David Ure, in his capacity as Director of the School and Institutional Trust Lands Administration.

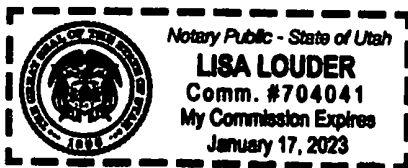


[Signature]  
Notary Public



STATE OF )  
 ) §  
COUNTY OF )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2019, by Harold Dudley, in his capacity as Right of Way Manager of the Grantee.



[Signature]  
Notary Public

**Exhibit "A"**

A perpetual easement, upon part of an entire tract of land situate in the Southwest Quarter of Section 34 and the Southeast Quarter of Section 33, Township 1 North, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement of land are described as follows:

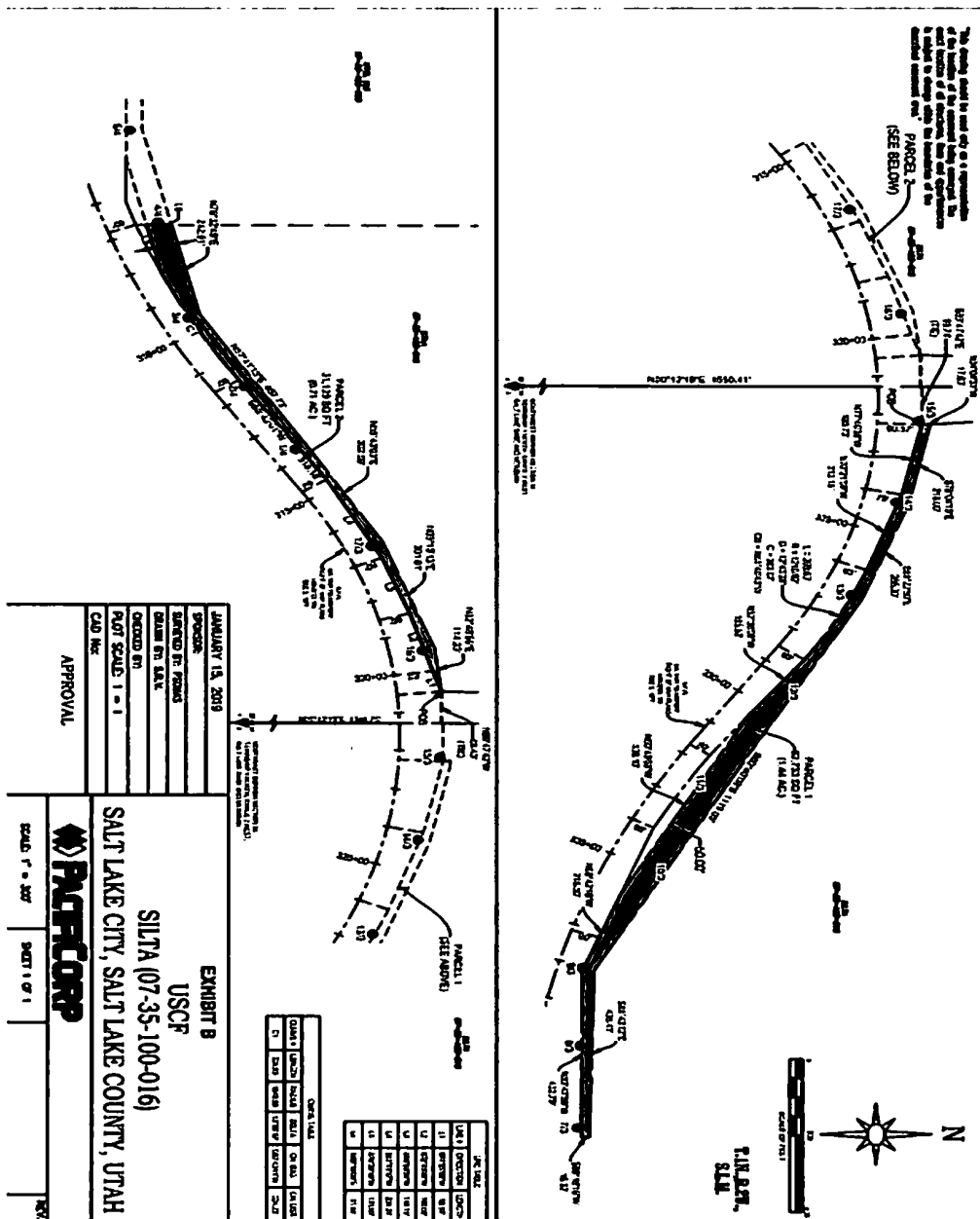
**Parcel 1 07-35-100-020**

Beginning at a point on the northerly right of way line of the north Frontage Road of Interstate 80, as shown on that certain "SALTAIR TO AIRPORT RIGHT OF WAY PLAN" Project No. I-80-3(12)105, Sheet No. 16, dated December 5, 1977, said point also being North 00°12'18" East, along the section line, 1550.41 feet and South 89°47'42" East 99.74 feet from the Southwest Quarter Corner of said Section 34 and running thence North 04°04'31" West 17.63 feet; thence South 78°04'10" East 218.06 feet; thence South 69°22'50" East 266.30 feet; thence South 60°40'08" East 1119.05 feet; thence South 88°43'12" East 436.41 feet; thence South 00°18'16" West 16.32 feet to the afore said northerly right of way line of Interstate 80; thence, along said northerly right of way line, the following two (2) courses: 1) North 89°47'59" West 432.79 feet, 2) North 68°42'18" West 216.50 feet, thence North 60°40'08" West 538.10 feet to the afore said northerly right of way line of Interstate 80, thence, along said northerly right of way line, the following four (4) courses: 1) North 52°36'02" West 185.52 feet, 2) northwesterly 269.63 feet along the arc of a 1210.92 non-tangent radius curve to the left, through a central angle of 12°45'28", (chord bears North 61°40'43" West 269.07 feet), 3) North 70°21'59" West 212.18 feet, 4) North 77°46'38" West 189.73 feet to the Point of Beginning. Containing 62,733 Square Feet or 1.44 Acres, more or less.

**Parcel 2 07-35-100-020**

Beginning at a point on the northerly right of way line of the north Frontage Road of Interstate 80, as shown on that certain "SALTAIR TO AIRPORT RIGHT OF WAY PLAN" Project No. I-80-3(12)105, Sheet No. 16, dated December 5, 1977, said point also being North 00°12'18" East, along the section line, 1546.75 feet and North 89°47'42" West 86.43 feet from the Southeast Quarter Corner of said Section 33 and running thence, along said northerly right of way line, the following six (6) courses: 1) South 71°21'03" West 55.80 feet, 2) South 72°49'40" West 160.08 feet, 3) South 68°53'05" West 158.15 feet, 4) South 61°19'17" West 236.24 feet, 5) South 55°42'01" West 318.18 feet, 6) southwesterly 324.65 feet along the arc of an 1849.86 foot radius curve to the right, through a central angle of 10°03'19", (chord bears South 60°43'41" West 324.23 feet); thence South 76°32'49" West 131.93 feet to the grantors west property line; thence, along said grantors west property line, North 00°14'06" East 51.46 feet; thence North 76°32'49" East 242.91 feet; thence North 57°41'13" East 407.73 feet; thence North 58°43'03" East 302.59 feet; thence North 69°15'13" East 301.01 feet; thence North 82°48'56" East 114.35 feet to the Point of Beginning. Containing 31,139 Square Feet or 0.71 Acres, more or less

Exhibit "B,"



DATE	DESCRIPTION
01	REVISION
02	REVISION
03	REVISION
04	REVISION
05	REVISION
06	REVISION
07	REVISION
08	REVISION
09	REVISION
10	REVISION
11	REVISION
12	REVISION

JANUARY 18, 2018  
 SURVEYED BY: RICHARD W. SALVENDY  
 CHECKED BY: RICHARD W. SALVENDY  
 PLOT SCALE: 1" = 1'  
 CAD FILE: RMT

**PACIFIC CORP**

**EXHIBIT B  
 USCF  
 SULTA (07-35-100-016)  
 SALT LAKE CITY, SALT LAKE COUNTY, UTAH**

SCALE: 1" = 200'  
 SHEET 1 OF 1

APPROVAL: \_\_\_\_\_

Exhibit "C,"

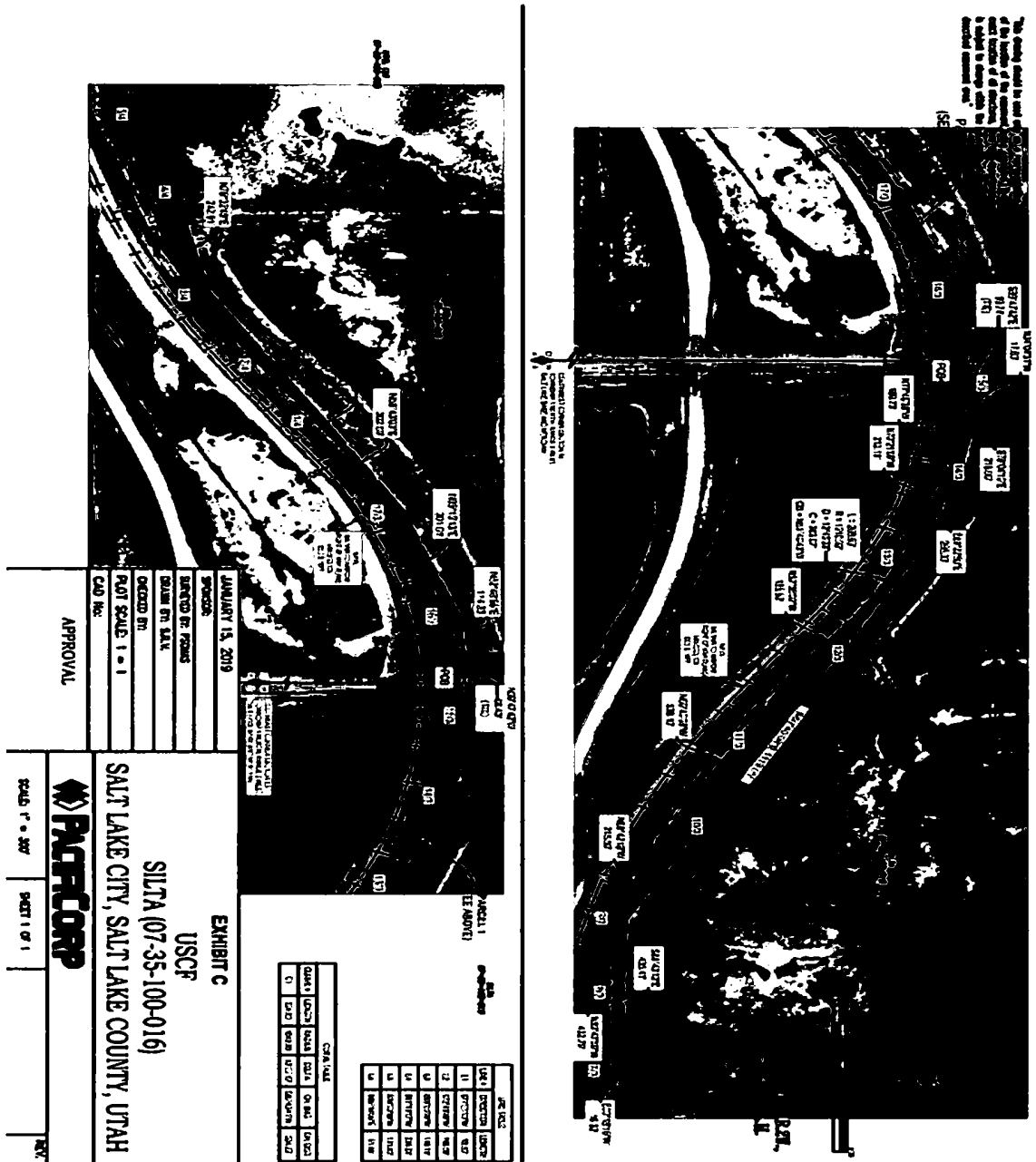
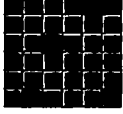
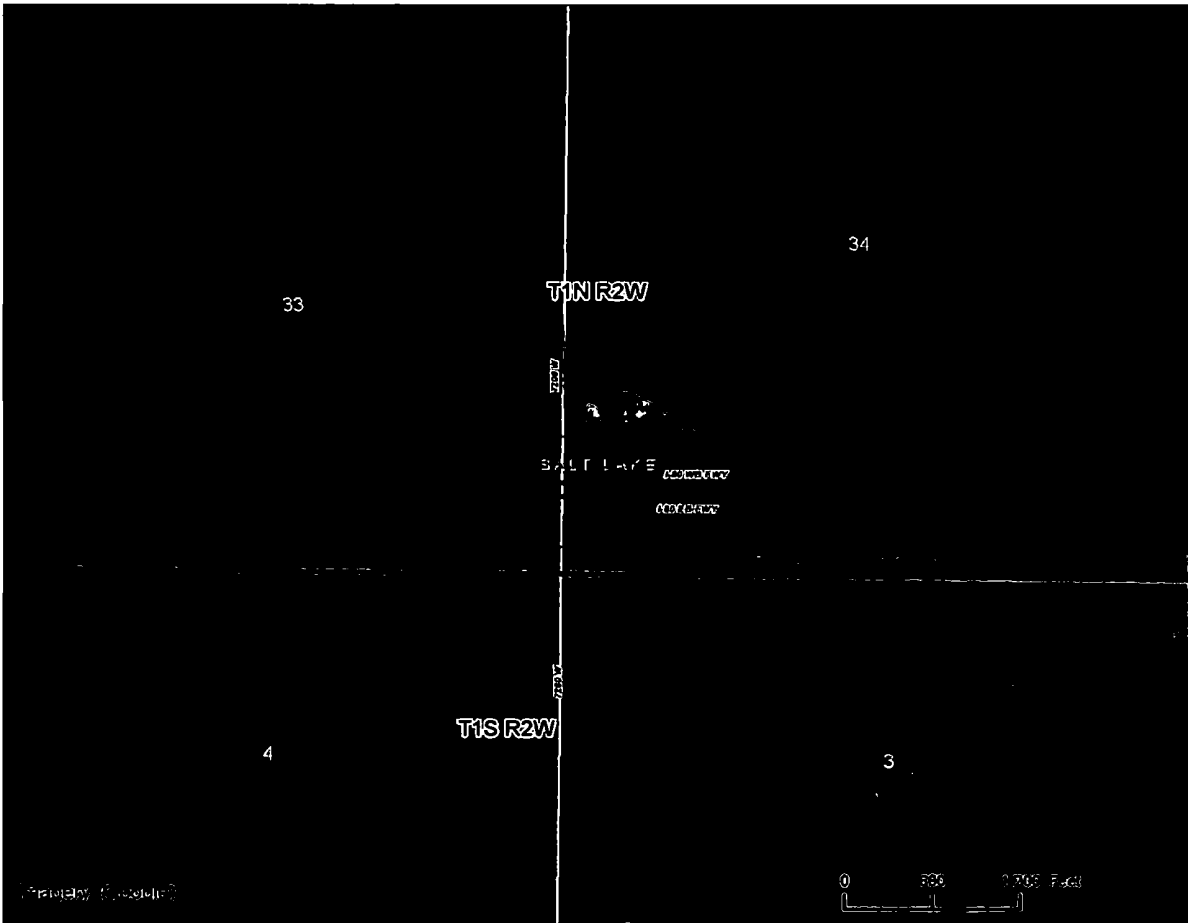


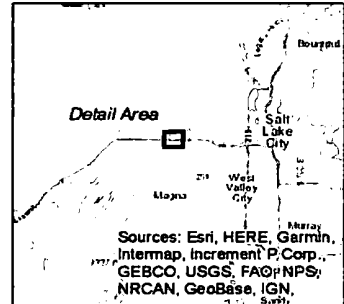
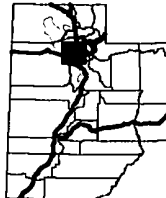
Exhibit "D"

 **ESMT 2273 -Rocky Mountain Power Landfill Easement**  
 Salt Lake County



**Land Ownership and Administration**

- Private
- State Trust Lands
- ESMT 2273 (2.15 acres)



Data represented on this map is for REFERENCE USE ONLY and is not suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. SITLA provides this data in good faith and shall in no event be liable for any incorrect results, or any special, indirect or consequential damages in any way, arising out of or in connection with the use or the inability to use the data hereon. Land parcels, lease boundaries and associated SITLA data layers may have been adjusted to allow for visual "read fit." The Surface Ownership Land Status data (if present) was maintained by SITLA to reflect current trust land status and surface ownership. Lines, roads, streams, pipelines, roads, county and state boundaries are distributed by the Utah Automated Geographic Reference Center and/or other sources as specified. Contour lines (if present) were generated from USGS 10 meter DTM. Please note: While SITLA seeks to verify data for accuracy and content, discrepancies may exist within the data. A complete list of updated SITLA owned data OIG data may be reviewed on the OIG web page: <http://www.sitla.com>. The SITLA OIG department welcomes your comments and concerns regarding the data and will attempt to resolve issues as they are brought to our attention. Produced: June 28, 2018 - 10:40:43am

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Coordinate System: NAD 83 UTM Zone 12N