Return to:

Rocky Mountain Power Attn: Lisa Louder/Yuka Jenkins 1407 W. North Temple, Ste. 110 Salt Lake City, UT 84116

CC#: 13130

Work Order#: 5126637.17r

RW: 20080030-YJ

10637230 03/03/2009 01:51 PM ★0.00 Book - 9693 Pm - 1956-1959 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH UTAH TRANSIT AUTHORITY C/O PROPERTY MANAGER 3600 S 700 W SALT LAKE CITY UT 84130-0810 BY: ZJM, DEPUTY - WI 4 P.

RIGHT OF WAY EASEMENT

For value received, <u>West Valley City</u> ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, its successors and assigns, ("Grantee"), an easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, or under the surface of the real property of Grantor in **Salt Lake** County, State of **Utah**, more particularly described as follows:

A right of way along the following described survey line:

Beginning on the Grantor's land at an existing pole in an existing power line at a point 969 feet south and 43 feet west, more or less, from the center of Section 28, T.1S., R.1W., S.L.M., thence S.0°50'W. 272 feet, more or less, thence S.2°28'W. 286 feet, more or less, thence S.0°41'E. 262 feet, more or less, thence S.0°22'W. 263 feet, more or less, thence S.2°54'W. 236 feet, more or less, thence S.0°44'E. 475 feet, more or less, thence S.0°31'W. 455 feet, more or less, thence S.2°35'E. 450 feet, more or less, thence S.0°11'W. 438 feet, more or less, thence S.0°06'W. 36 feet, more or less, to an existing pole in an existing power line on said land and being in the E1/2 of the SW1/4 of said Section 28 and the E1/2 of the SW1/4 of Section 33, Township and Range aforesaid.

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; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

As part of West Valley City Light Rail Project, shortly after the conveyance of this easement, UTA intends to install and will maintain certain OCS and signal poles within the easement area. Grantor also intends to install and will maintain certain street light poles within the easement area. Such OCS and signal poles and street light poles will be located within close proximity of Grantee's proposed transmission/distribution line. Grantee acknowledges that such OCS and signal poles and street light poles as proposed within the easement comply with the limitations set forth in the easement agreement. Grantor agrees that such OCS and signal poles shall not exceed thirty (30) feet in height and agrees to maintain 13' vertical clearance between the catenary line on such poles and Grantee's lowest conductor. Grantor also agrees that such Street light poles shall not exceed sixteen (16) feet in height. Grantor agrees that such OCS and

signal poles and street light poles shall not be relocated, rebuilt or modified within the easement area without the prior written approval of Grantee.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, excepting that certain poles referred to above, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Whereas, Grantee is relinquishing a valid perpetual right of way and easement to accommodate future widening of 2700 West Street in Salt Lake County, Utah, by locating its facilities within the road right of way, Grantor, its successors in interests and assigns hereby agree to reimburse Grantee, its successors in interest and assigns, for any costs should Grantee be required to relocate again in the future. Said costs include all costs incidental to such future relocation, including but not limited to costs of replacement right of way in perpetuity to be owned and enjoyed exclusively by Grantee, and costs of physical relocation, construction and material.

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

DATED this 10th day of February , 2009.
GRANTOR: West Valley City
By: Dennis J. Norglielt, Mayor)
State of Utah) :ss
County of Salt Lake)
On this 1040 day of 4elouage , 2009, personally appeared before me Dennis J. Nordfelt, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Mayor, of West Valley City, a Utah municipal corporation, and said document was signed by him in behalf of West Valley City by authority of a Resolution of City Council, and he acknowledged to me that said West Valley City executed the same.

Cotherino R. alberico
Notary Public

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