

10756466

07/17/2009 12:10 PM \$0.00

Book - 9746 Pg - 6994-7000

GARY W. QTT

RECORDER, SALT LAKE COUNTY, UTAH

UTAH TRANSIT AUTHORITY

C/O PROPERTY MANAGER

3600 S 700 W

SALT LAKE CITY UT 84130-0810

BY: EAP, DEPUTY - WI 7 P.

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#: 5126637.22r
RW: 20080030-YJ

RIGHT OF WAY EASEMENT AGREEMENT

This Right of Way Easement Agreement is made effective as of the 25 day of Feb., 2009 by and between Zions First National Bank, a national banking association ("Grantor"), and PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, its successors and assigns ("Grantee").

For value received, Grantor hereby grants to Grantee an easement for a right of way approximately 15 feet in width and 97 feet in length, more or less, and subject to the exclusions and limitations set forth below (the "Utility Easement"), 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 ("Grantee's Property"), 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 and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof ("Grantor's Property"):

A right of way described as follows:

Beginning at a northeast corner of the Grantor's land at a point 553 feet south and 70 feet west, more or less, from the north one quarter corner of Section 33, T.1S., R.1W., S.L.M., thence S.89°57'W. 19.1 feet, more or less, along the north boundary line of said land, thence along a line which is 25 feet perpendicularly distant westerly of and adjacent to the centerline of the proposed power line to the south boundary line of said land the following two courses: S.0°31'W. 22.1 feet, more or less, and S.2°35'E. 75.1 feet, more or less, to the south boundary line of said land, thence N.89°57'E. 15.9 feet, more or less, along the south boundary line to the southeast corner of said land, thence N.0°01'W. 97.2 feet, more or less, along the east boundary line to the point of beginning and being in the NE1/4 of the NW1/4 of said Section 33, containing 0.04 of an acre, more or less.

EXCEPTING THEREFROM, that portion of the above-described real property upon which is situated a building, which building is depicted on Exhibit "B" attached hereto.

Assessor Parcel No. 15-33-129-034

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 the

right, at Grantee's sole expense, to keep Grantee's Property free from brush, trees, timber, or structures which interfere with Grantee's Property. Grantee shall repair any damage done to Grantor's Property or Building (as defined below) arising from or related to the easements granted hereunder and shall indemnify, defend and hold Grantor harmless from and against any and all loss, claim, damage, liability or injury of any nature (i) that may result directly or indirectly from the easements granted hereunder or Grantee's Property, or (ii) that Grantee or Grantee's employees, agents, or subcontractors shall cause.

Prior to the time of conveyance of the easements granted hereunder, Grantor installed and currently maintains a certain building ("Building") which is located within proximity of a proposed transmission/distribution line. The location of Grantor's Building and the proposed transmission/distribution line are shown on Exhibit "B", attached to and made a part of this Easement by reference. Notwithstanding anything to the contrary herein, the Utility Easement and right of way granted hereunder with respect thereto shall not be granted with respect to, or burden any portion of, the real property upon which the Building (as defined below) is situated.

Notwithstanding the foregoing, Grantor hereby grants Grantee an overhead easement for a right of way approximately 15.5 feet in width and 60 feet in length, more or less, and commencing at a height thirty (30) feet above the surface of the ground, and subject to the exclusions and limitations set forth below (the "Transmission Easement"), for electric power transmission clearance only over the Building as more particularly depicted on the cross-hatched area of page 2 of Exhibit B attached hereto and incorporated herein by this reference. Grantor agrees that the Building shall not be relocated, rebuilt or modified within the Transmission Easement area, to such extent that the height of the Building shall exceed thirty (30) feet, without the prior written approval of Grantee. The Utility Easement and the Transmission Easement shall collectively be referred to herein as the "Easement".

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, with the exception of the Building and any improvements thereto, light any fires, place or store any flammable materials (other than agricultural crops or motor vehicles parked on Grantor's Property), on or within the boundaries of the Utility Easement right of way. Subject to the foregoing limitations, the surface of the Utility Easement right of way may be used for agricultural crops, access to and from Grantor's adjacent property or the Building, for any purpose related to Grantor's day-to-day business operations, and other purposes not inconsistent, as determined by Grantor, with the purposes for which this easement has been granted.

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

PLEASE SEE SIGNATURES ON FOLLOWING PAGE

DATED this 26th day of February, 2009.

GRANTOR:
ZIONS FIRST NATIONAL BANK,
A national banking association

GRANTEE:
PACIFICORP,
An Oregon corporation, doing
business as Rocky Mountain Power

By: *Eric B. Storey*
Print Name: ERIC B. Storey
Its: Vice President

By: *Harold Dudley*
Print Name: Harold Dudley
Its: Property Agent Lead Senior

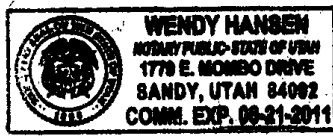
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF SALT LAKE

This instrument was acknowledged before me on the 25th day of February, 2009
by Eric B. Storey (name(s) of person(s)) as
Vice President (type of authority, e.g., officer, trustee, etc.) of ZIONS
FIRST NATIONAL BANK.

[Seal]



Wendy Hansen
Notary Public

My commission expires: 8/21/2011

STATE OF Utah

COUNTY OF Salt Lake

This instrument was acknowledged before me on the 26 day of February, 2009
by Harold Dudley as Property Agent Lead Senior of PACIFICORP.

[Seal]



Yuka K. Jenkins
Notary Public

My commission expires: 1/22/2012

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

P.O.B. = 553 FEET SOUTH AND 70 FEET WEST, MORE OR LESS, FROM THE NORTH ONE QUARTER CORNER OF SECTION 33.

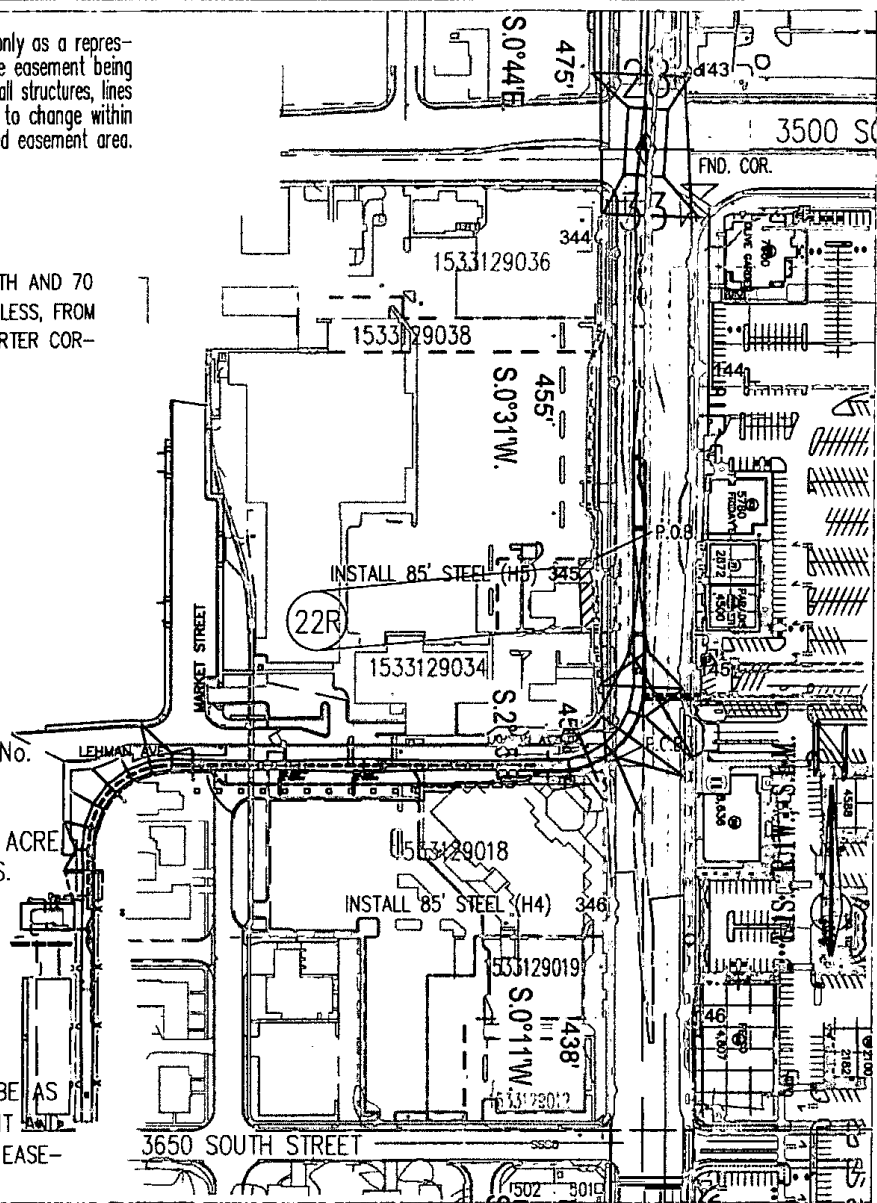
S.89°57'W.
19.1' ±
22.1' ±
S.0°31'W. S.2°35'E.
N.0°01'W.
97.2' ±
75.1' ±
15.9' ±
N.89°57'E.

PROPERTY SERIAL No.
15-33-12-9034

AREA: 0.04 OF AN ACRE
MORE OR LESS.


NOTE:

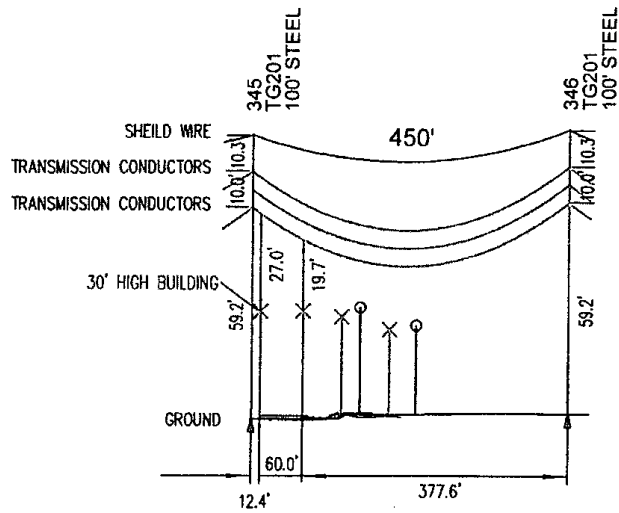
RIGHT OF WAY WILL BE AS SHOWN ON THIS EXHIBIT AS DESCRIBED IN THE EASEMENT DESCRIPTION.



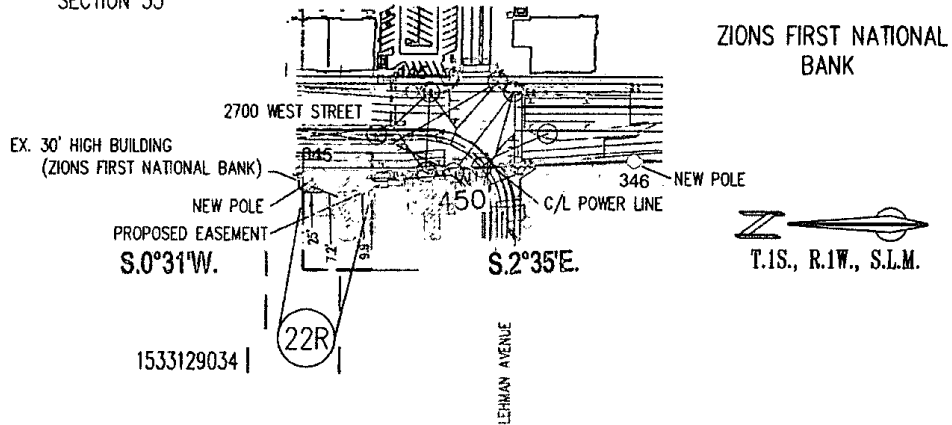
DATE: MARCH 21, 2008
SPONSOR: STEVE D. JENSEN
PROJECT ENGR:
SURVEYED BY: PACIFICORP
DRAWN BY: D. T. Boyd
CHECKED BY: D. T. Boyd
PLOT SCALE: 1" = 1'
CAD No: C:\DWG\5126637
APPROVAL DAN J. WATANABE MANAGER, ENGRG/ENV

EXHIBIT "A"
 TERMINAL-TAYLORSVILLE 46KV (WEST) TRANSMISSION LINE
 RELOCATION TO ACCOMMODATE UTA LIGHT RAIL LINE FROM
 3100 SOUTH TO 3800 SOUTH ALONG 2700 WEST
 EASEMENT No. 22R
 WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

 ROCKY MOUNTAIN POWER <small>A DIVISION OF PACIFICORP</small>	METRO AREA			
	SCALE: 1" = 200'	SHEET 1 OF 1	PN 5126637	REF.



LOCATED IN THE
NE1/4 OF THE NW1/4
SECTION 33




DATE: SEPTEMBER 4, 2008	EXHIBIT "B" (Page 1 of 2) TERMINAL-TAYLORSVILLE 46kV (WEST) TRANSMISSION LINE RELOCATION TO ACCOMMODATE UTA LIGHT RAIL LINE FROM 3550 SOUTH CONSTITUTION BLVD PROFILE FOR EASEMENT No. 22R WEST VALLEY CITY, SALT LAKE COUNTY, UTAH				
SPONSOR: STEVE D. JENSEN					
PROJECT ENGR:					
SURVEYED BY: PACIFICORP					
DRAWN BY: D. T. Boyd					
CHECKED BY: D. T. Boyd					
PLOT SCALE: 1 = 1	 METRO AREA				
CAD No: C:\DWG\2700 WEST CLEARANCES-21R					
APPROVAL DAN J. WATANABE MANAGER, ENGRG/ENV	SCALE: HOR. 1IN. = 200FT. VER. 1IN. = 40FT.	SHEET 1 OF 1	PN 5126637	REF.	REV.

EXHIBIT "B" (Page 2 of 2)
Terminal-Taylorville 46kV (West)
Transmission Line from 3100 S to 3800 S
along 2700 W

