

When recorded return to:
 Rocky Mountain Power
 Lisa Louder / Yuka Jenkins
 1407 West North Temple Ste. 110
 Salt Lake City, UT 84116

Project Name: UTA AIRPORT LIGHT RAIL TRANSIT
 WO#: 5345257.YJ
 RW#: 20100112
 ALRT#: AP-38:2E

11096718
 12/14/2010 02:02 PM \$0.00
 Book - 9888 Pg - 9191-9193
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 ROCKY MOUNTAIN POWER
 ATTN: LISA LOUDER
 1407 W NORTH TEMPLE STE 110
 SLC UT 84116-3171
 BY: ZJM, DEPUTY - WI 3 P.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Knudson Investments, LLC**, a Utah Limited Liability Company, ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), as designee of the Utah Transit Authority under the Right of Way Contract for parcel AP-38:2E, an easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, 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(s) A attached hereto and by this reference made a part hereof:

A right of way described as follows:

Part of the Grantor's property, being part of an entire tract of property situate in Lot 9 Block 3 of the Amended and Extended Lots 1 thru 8 of Block 3 of the Charles S. Desky Third Addition Subdivision, a subdivision in the SE¼ SW¼ of Section 34, T.1N., R.1W., SLB&M. The boundaries of said parcel of land are described as follow:

Beginning at a point in the southerly right of way line of North Temple Street and the northerly boundary line of said entire tract, which point is 5.98 feet S.00°03'08"E. and 20.22 feet East along said southerly right of way line from the Northwest corner of said Lot 9; and running thence East 48.73 feet along said southerly right of way line; thence South 29.68 feet; thence West 48.73 feet; thence North 29.68 feet to the point of beginning.

The above described part of an entire tract contains 1,446 square feet in area or 0.033 acres.

Tax Parcel No. 08-34-378-008

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 therefore) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities..

Prior to the time of conveyance of this easement, Grantor installed and currently maintains certain signs in connection with Grantor's business, which signs are located within proximity of a proposed transmission/distribution line. The location of such signs and the proposed transmission/distribution line are shown on Exhibit "A", attached to and made a part of this Easement by reference. Grantee hereby acknowledges that Grantor's signs existing within the right of way easement comply with the limitations set forth above and Grantee agrees not to require Grantor to move said signs, provided that such signs shall not unreasonably interfere with the Grantee's facilities or the other purposes for which this easement has been granted.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, 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, current automotive parking area and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Grantee shall, within a reasonable period of time, reasonably repair any damages caused to Grantor's land resulting from the reconstruction, operation, repair, replacement, or maintenance of Grantee's facilities as near as reasonably possible to its pre-construction condition.

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

Dated this 8th day of DECEMBER, 2010.

IN WITNESS WHEREOF, said Knudson Investments, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this 8th day of DECEMBER, A.D. 2010

GRANTOR:

Knudson Investments, LLC

By 

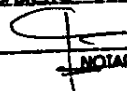
Title: Manager

By _____
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing Easement was acknowledged before me this 8 day of December, 2010 by Gerald Knudson and Glen Knudson, each managers of Knudson Investments, LLC.

Notary Public

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 8 DAY OF Dec, 2010.
BY GLEN KNUDSON


NOTARY PUBLIC

