

WHEN RECORDED, RETURN TO:
 Rocky Mountain Power
 Real Estate Services
 Attn: Lisa Louder
 1407 West North Temple, Suite 110
 Salt Lake City, Utah 84116
 File No.
 UTSL-0849
 MNT # 22323

11132147
 2/10/2011 9:05:00 AM \$21.00
 Book - 9904 Pg - 6727-6732
 Gary W. Ott
 Recorder, Salt Lake County, UT
 METRO NATIONAL TITLE
 BY: eCASH, DEPUTY - EF 6 P.

Parcel Number: 27-13-100-037
 27-13-100-039

EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration **PACIFICORP**, an Oregon Corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("Grantor"), hereby CONVEYS to the Utah Transit Authority, a public transit district, its successors-in-interest and assigns ("GRANTEE"), a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a parking lot, landscaping and access over and across the following described real property owned by Grantor located in Salt Lake County, State of Utah (the "Easement Area"), to-wit:

COMMENCING AT A POINT AT THE INTERSECTION OF THE SOUTH LINE 10200 SOUTH STREET AND THE EAST LINE OF JORDAN GATEWAY (470 WEST STREET) POINT BEING NORTH 89°27'04" WEST 782.79 FEET ALONG THE SECTION LINE AND SOUTH 30.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID NORTH QUARTER CORNER OF SECTION 13 BEING SOUTH 89°30'24" EAST 860.87 FEET FROM A STREET MONUMENT FOUND AT THE INTERSECTION OF JORDAN GATEWAY (470 WEST STREET) AND 10200 SOUTH STREET; THENCE SOUTH 13°46'24" EAST 284.49 FEET ALONG THE EAST LINE OF SAID JORDAN GATEWAY (470 WEST STREET) TO THE POINT OF BEGINNING;

THENCE SOUTH 13°46'24" EAST 358.45 FEET ALONG THE EAST LINE OF SAID JORDAN GATEWAY (470 WEST STREET); THENCE NORTH 89°27'04" WEST 29.68 FEET TO POINT ON THE BACK OF CURB ON SAID JORDAN GATEWAY (470 WEST STREET); THENCE NORTH 13°41'40" WEST 300.17 FEET ALONG THE BACK OF CURB ON SAID JORDAN GATEWAY (470 WEST STREET); THENCE SOUTH 76°24'10" WEST 2.55 FEET TO THE LIP OF CURB ON SAID JORDAN GATEWAY (470 WEST STREET); THENCE NORTH 13°37'31" WEST 60.99 FEET ALONG THE LIP OF CURB ON SAID JORDAN GATEWAY (470 WEST STREET); THENCE NORTH 76°21'19" EAST 2.48 FEET TO THE BACK OF CURB; THENCE THE FOLLOWING TWO COURSES ALONG THE TBC OF AN EXISTING DRIVE APPROACH (1) THENCE SOUTHEASTERLY 15.73 FEET ALONG THE ARC OF A 9.96 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 58°38'01" EAST 14.15 FEET WITH A CENTRAL ANGLE OF 90°27'08") (2) NORTH 76°19'04" EAST 18.28 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,293 SQUARE FEET OR 0.236 ACRES.

This easement benefits and is appurtenant to the real property situated in Salt Lake County, State of Utah described on Exhibit A attached hereto (the "Grantee Property"). This easement and right-of-way is granted subject to the following restrictive covenants and conditions:

1. Grantee, its successors and assigns, will not make or allow to be made any use of the easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

2. In the event that curb and gutter is constructed on the easement herein granted by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot wide curb cut on both sides of the easement located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons.

3. Grantee, its successors and assigns, will not use or permit to be used on said easement construction cranes or other equipment that violate OSHA and Utah High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the Easement Area. Grantee will not excavate within 50 feet of Grantor's transmission structures. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the Easement Area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the Easement Area shall comply with OSHA and Utah High Voltage Act Safety Clearance Standards.

4. Grantee shall give Grantor sixty days notice of the proposed improvements. Such notice shall include detailed plans and specifications for the improvements. Grantor shall have the right during the sixty day period to give notice to Grantee that the improvements may not be made or may be made only in accordance with specific conditions if the improvements as proposed by Grantee interferes with or impairs or has a potential to interfere with or impair Grantor's use of the property. Grantee shall not place or allow to be placed any trees or lighting structures within the Easement Area.

Notice:

To Grantor:

Rocky Mountain Power
Attn: Transaction Services

1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Fax: 801 220-4373

To: Grantee:

Utah Transit Authority, a public transit district
Attn: Real Estate Services
669 West 200 South
Salt Lake City, Utah 84101
Fax: 801 741-8896

5. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.

6. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over the Easement Area (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties, unless such claims arise from the gross negligence or intentional acts of Grantor or any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties, unless such claims arise from the gross negligence or intentional acts of Grantor or any of the Indemnified Parties.

Notwithstanding the foregoing, nothing herein contained is intended to waive, modify, limit or otherwise affect any defense or provisions that Grantee may have or assert with respect to any third party under the Utah Governmental Immunity Act or under any other

applicable law, rule, ordinance, or otherwise. Nothing herein shall create any rights in any other party, and there are no third-party beneficiary rights created hereunder, either express or implied.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 14th day of January, 2010.

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power

By: *[Signature]*
Its: Vice President

Utah Transit Authority

By: *[Signature]* By: *[Signature]*
Its: Manager of Property Acquisition It's: ACTING CHIEF CAPITAL DEVELOPMENT OFFICER

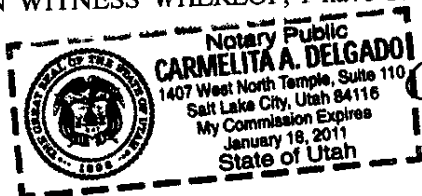
Approved as to form: *[Signature]*
UTA Legal

ACKNOWLEDGMENTS

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

I hereby certify that on this 14th day of January, 2010, before me, a Notary Public of the State and county of aforesaid, personally appeared Douglas N. Bennion, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of **PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power**, that he has been duly authorized to execute, and has executed the same in my presence, the forgoing instrument on behalf of the said entity for the purposes herein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

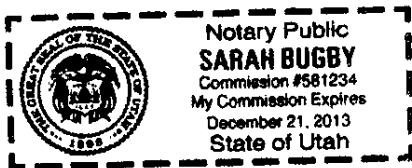


[Signature]
Notary Public

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

I hereby certify that on this 16th day of December, 2010, before me, a Notary Public of the State and county of aforesaid, personally appeared David R. Sedor & Ralph E. Jackson, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Manager of Property Acquisitions & Acting Chief Capital Development Officer of the Utah Transit Authority, a **public transit district**, that he has been duly authorized to execute, and has executed the same in my presence, the forgoing instrument on behalf of the said entity for the purposes herein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



[Signature]
Notary Public

Exhibit "A"

Legal Description of Grantee's Land

All of Lot 3 and Lot 4 of the Jordan Gateway Subdivision according to the official plat thereof, situated in the Northwest Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 4; thence North $13^{\circ}46'24''$ West 348.31 feet along the West line of said Lot 4 to the Northwest corner of said Lot 4; thence South $89^{\circ}27'04''$ East 698.46 feet along the North line of said Lot 4 extended; thence southerly 222.53 feet along the arc of a non-tangent 2,779.93 feet radius curve to the right, chord bears South $00^{\circ}29'04''$ West 222.47 feet, through a central angle of $04^{\circ}35'11''$; thence South $03^{\circ}46'24''$ West 89.61 feet; thence North $84^{\circ}43'44''$ West 32.47 feet; thence South $05^{\circ}16'16''$ West 28.31 feet to the South line of said Lot 3; thence North $89^{\circ}27'04''$ West 572.81 feet along the south line of said Lots 3 and 4 to the point of beginning.

27-13-127-003
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