

11177919

After recording return to:
Rocky Mountain Power
Lisa Louder/Debbie Mounter
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

Project Name: UTAH DATA CENTER
Tract Numbers: 33-26-300-001

WO#: 10039883
RW#: 2010009

11177919
05/04/2011 04:45 PM \$18.00
Book - 9922 Pg - 6004-6008
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 5 P.

Salt Lake County Parcel Nos. 33-26-300-001

Fiber Line Easement

The STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT (the "Grantor"), of Salt Lake City, in the County of Salt Lake, State of Utah, hereby Grants and Conveys to PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power (the "Grantee"), its successors and assigns, for and in consideration of the sum of Ten dollars (\$10.00) and other valuable consideration hereby acknowledged, a non-exclusive easement and right of way on, over, or under the surface of lands hereinafter described for the installation, maintenance, repair, removal and replacement of an fiber communication line and necessary related equipment situated in the County of Salt Lake, State of Utah, as shown on Exhibit A and more particularly described as follows:

Legal Description:

A strip of land having uniform width of 60 feet, the northerly sideline of which shall be shortened as necessary and the southerly sideline of which shall be lengthened as necessary so as to commence at the north property line of Grantor's land. The centerline of which follows that same line as described in that certain "Above-Ground Utility Easement" recorded in the office of the Salt Lake County Recorder in Book 9890 at Page 824, Instrument Number 11099210, more particularly described as follows:

Commencing at the corner common with Sections 26 and 27, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence East along the quarter section line of Section 26, a distance of 236 feet, more or less, to a point on the north boundary line of said Grantor's land and the Point of Beginning for this description; thence, South 41°32'57" West, a distance of 57.36 feet, more or less; thence, North 89°20'48" West, a distance of 30.00 feet, more or less, and the terminus of this description.

Contains: 5224 square feet more or less

0.12 acres more or less

Assessor Parcel No. 33-26-300-001

This Easement is subject to the following conditions:

All of the fiber communication and related equipment upon, under, and across this Easement will be as selected, installed, owned, maintained, and operated by the Grantee, or its licensee, in accordance with all codes, laws, rules, or regulations applicable at the time of such installation.

Grantee shall bear all expenses relating to the installation, operation, maintenance, repair, removal, and replacement of the fiber communication line and necessary related equipment.

Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims, demands and suits for damages to person or property arising out of or relating to Grantee's installation, operation, maintenance, repair, removal, and replacement of the fiber communication line and necessary related equipment.

Grantor, its successors and assigns, shall have the right to use and occupy the surface of said property for any purpose consistent with the rights and privileges herein granted and which will not endanger or interfere with construction, maintenance, operation or reconstruction of the fiber communication line and necessary related equipment. If construction, maintenance, operation or reconstruction of the fiber communication line and necessary related equipment is required it shall be the Grantee's responsibility to restore the Grantor's property to as near as reasonably possible the condition the Easement property was in prior to the construction, maintenance, and operation or reconstruction of the fiber communication line.

Grantee shall not use the Easement for any purpose other than the construction, operation, maintenance, repair and replacement of an above-ground fiber communication line to service the federal facility commonly known as the Utah Data Center.

Grantee shall have the right of access to the Easement property 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 brush, trees, timber, structures, buildings and other hazards which reasonably endanger Grantee's facilities or impede Grantee's activities. Access from and through Grantor's adjacent lands shall be over improved roadways, and if necessary from the single point that is closest to the Easement property that causes the minimum of soil to be disturbed.

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

permitted. Such consent shall not be unreasonably withheld. Grantor shall be permitted to install roads on the easement and right-of-way as necessary to access Grantor's adjacent property.

These easement rights are available to the Grantee, or any successor to Grantee as authorized by the Public Service Commission, unless terminated by any of the following in which case the easement shall automatically revert back to the ownership of the Grantor:

- i. if for any reason the easement is permanently abandoned;
- ii. an entity of appropriate jurisdiction, including but not limited to the U.S. Federal Government or a federal or state court determines that the easement or use of the easement by Grantee must cease;

These easement rights are available to the Grantee, its heirs, successors, or assigns only until such time as the fiber communication line is permanently abandoned and removed, or if it is determined that terminating the Easement is in the best interests of the State of Utah, at which time the title and interest of the Grantee, its heirs successors or assigns, in the rights of the Easement shall terminate and the Easement shall expire.

This Easement is appurtenant to the property now owned by Grantor and benefited by the Easement, and the Easement shall run with the land.

Together with and subject to any and all easements, rights-of-way, and restrictions appearing of record or enforceable in law and equity.

IN WITNESS HEREOF, the STATE OF UTAH ARMORY BOARD, has caused this instrument to be executed this 19th day of April, 2011.

GRANTOR:

STATE OF UTAH ARMORY BOARD

By: 

Major General Brian L. Tarbet
Adjutant General
Utah National Guard

Date
19 April 2011

Approved as to form and content:

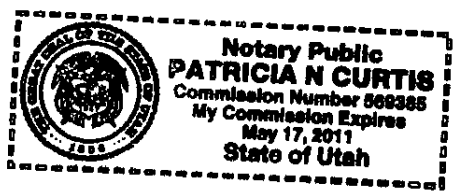
Patrick D. Osmond
Patrick D. Osmond
Major, Utah National Guard
State Judge Advocate
3/16/11
Date

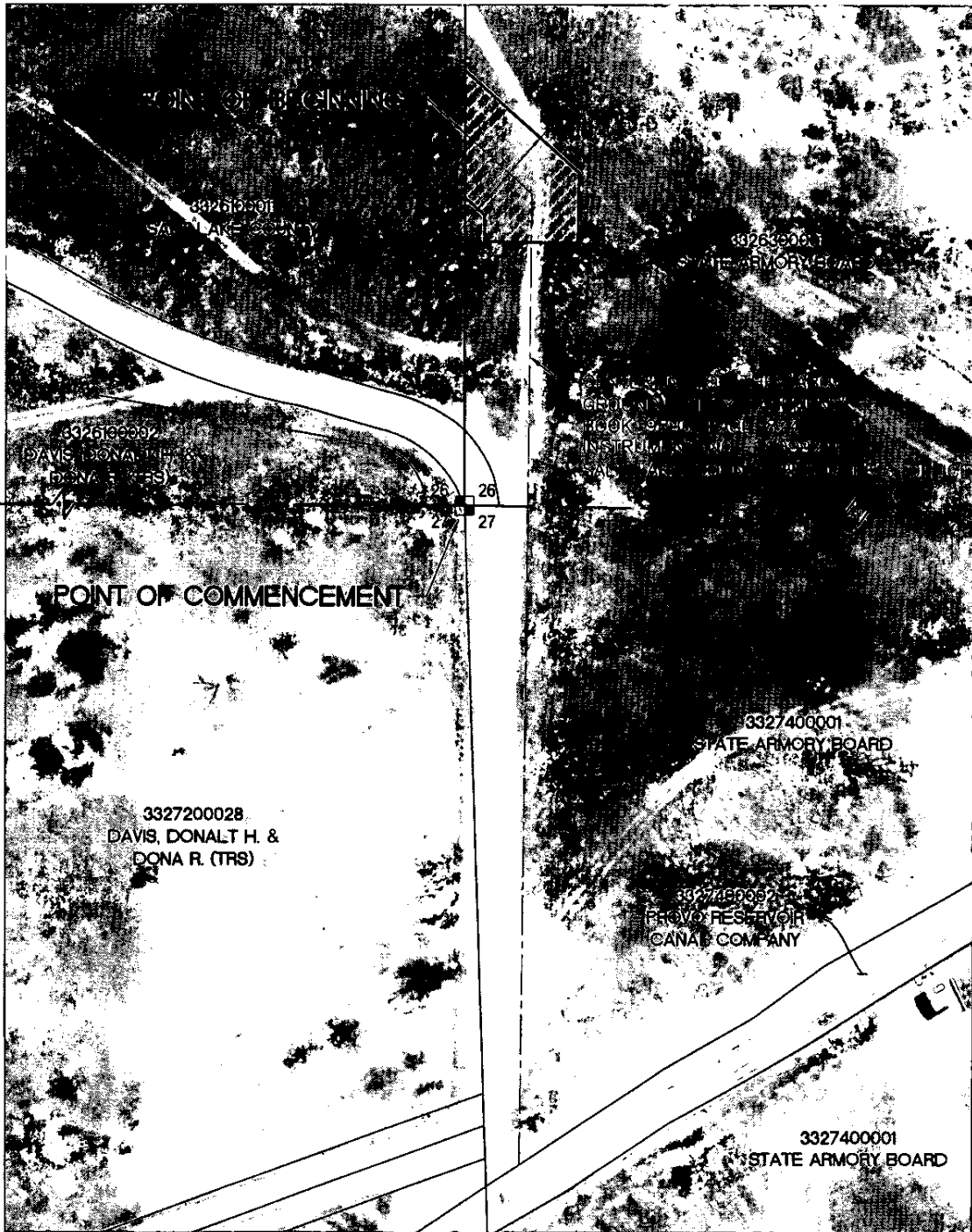
STATE OF UTAH)
)§
COUNTY OF SALT LAKE)

On this 19~~th~~ day of April, 2011, personally appeared before me Major General Brian L. Tarbet, who, being duly sworn, did say that he is Adjutant General of the Utah National Guard, State of Utah, and that the foregoing instrument was signed on behalf of said agency by statutory authority, and that the aforesaid agency executed the same.

Notary Public: *Patricia N. Curtis*

My Commission Expires: *May 17, 2011*





LOCATED IN SECTION 26, TOWNSHIP 4 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN



NORTH

SCALE: 1"=100'

DRAWN BY: JHT

CHECKED BY: RHD

DATE: 03.30.2011

PROJECT No. 1930

UTAH DATA CENTER
FIBEROPTIC EASEMENT
BLUFFDALE, UT

 **infinity**
CONSULTANTS

3051 West Maple Loop Drive, Suite 315
Lehi, Utah 84043 • Tel: 801.541.3040

SHEET

EX-1