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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PROPERTY MANAGEMENT  
PO BOX 145460  
SLC UT 84114  
BY: SSA, DEPUTY - WI 9 P.

When recorded, return to:

Rocky Mountain Power  
Property Management  
1407 West North Temple  
Salt Lake City, UT 84116  
Attn: Lisa Louder/Mike Wolf  
Parcel No. UTSL-0046  
File No(s) 55114  
Tax ID No(s) 08-35-353-004, 08-35-353-005

**RECORDED**  
**JUL 15 2015**  
**CITY RECORDER**

**PUBLIC RECREATION EASEMENT AGREEMENT**

This Public Recreation Easement Agreement (the "Easement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between Rocky Mountain Power, a d/b/a of PacifiCorp, an Oregon corporation, successor in interest to Utah Power & Light Company, ("Grantor"), and SALT LAKE CITY CORPORATION, a municipal corporation and political subdivision of the State of Utah, whose principal address is 451 South State Street, Room 245, Salt Lake City, Utah 84111 ("Grantee").

**RECITALS**

A. Grantor owns certain parcels of land located in Salt Lake County, State of Utah, used for the construction, maintenance and operation of high voltage electric transmission lines and other similar and incidental uses in connection with its electric utility operations. The parcels of land are referred to hereinafter as the "Transmission Line Corridor."

B. Grantee desires to construct a public trail and related improvements (collectively referred to herein as the "Improvements") within the Transmission Line Corridor and desires an easement for the purposes of: (1) constructing the Improvements; and (2) allowing public access for recreational use.

C. Grantor has agreed to convey an easement to Grantee subject to and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in exchange of the mutual promises herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee a non-exclusive, perpetual easement on, over, across and through the Transmission Line Corridor (hereinafter referred to as the "Easement" or "Easement Area") for the Improvements, which will be constructed, operated, and maintained solely by Grantee. The location and boundaries of the Easement conveyed to Grantee are more particularly described in Exhibit(s) "A and B, attached hereto and by this reference made a part hereof.

2. Limitation of Liability.

2.1. Limitation of Landowner's Liability. Grantee shall also have the right to allow the public to use, without charge, the Easement Area for recreational purposes and for no other use. The intent of this easement is to make the Transmission Line Corridor available to the public for recreational purposes in accordance with the provisions of the Limitation of Landowner Liability – Public Recreation laws as set forth in Title 57, Chapter 14, Utah Code Annotated, (hereinafter referred to as the "Act") and

to limit Grantor's and Grantee's liability toward persons entering such land. To that end, Grantee shall not construct or cause to be established or performed in the Transmission Corridor any dangerous structure, condition or activity. If, and to the extent that, Grantee has knowledge of a dangerous structure, condition, activity or use as set forth in the Act, it shall be the responsibility of Grantee, not Grantor, to guard or warn as defined by the Act; provided that, nothing in this Easement shall create or enlarge Grantor's or Grantee's duty or obligation to third parties or impute Grantor's knowledge to Grantee or vice versa. Grantee shall defend Grantor under the Act for any and all claims directly or indirectly arising out of, caused by, or resulting from, in whole or in part, the public's access and/or use of the Easement, except for any liability caused by the sole negligence of Grantor.

2.2. Grantee has examined the Easement Area and accepts it in its present condition, AS-IS and with all faults. Grantee further acknowledges that it is aware that static shock could occur under the overhead high voltage power lines operating under normal conditions and agrees to implement construction, maintenance or other measures, which may include temporary or permanent trail closure, as deemed appropriate by Grantor to protect the public from static shock in the Easement Area.

2.3. Grantor makes no representations or warranties as to the present or future condition of the Easement Area and shall not be required to perform, pay for, or be responsible for any work to ready the property or remedy any property conditions or perform any work, repair, or improvement whatsoever to the property or Grantor's facilities or structures to accommodate Grantee's use conveyed hereunder.

3. Grantee's Improvements.

3.1. Grantee shall not:

- a. make any use of Grantor's Land that, in the sole opinion of Grantor, unreasonably interferes with the operation, maintenance or repair of Grantor's existing electric facilities and improvements or any facilities or improvements that may in the future be constructed, added to, modified, or altered;
- b. make any use of Grantor's Land that, in the sole opinion of Grantor, creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety, or that may violate either OSHA requirements for worker safety near high voltage lines or Utah High Voltage Act Safety Clearance Standards;
- c. construct or place any building or structure of any kind or nature (i.e., pavilions, restrooms, etc.) or place or allow to be placed any equipment or material of any kind within the Easement and below Grantor's transmission lines or transmission line structures without express written consent of Grantor, which consent shall not be given for any such buildings, structures, streetlights or signs that exceed (10) feet in height;
- d. store any materials, or allow flammable or hazardous materials to be temporarily present, or allow refueling of vehicles or equipment, or allow any fires to be lit within Grantor's Land; provided, however, that Grantee may place fill material within the Easement as part of its construction project as approved by Grantor in writing upon review of Grantee's Gadsby Traill Head plans and specifications;
- e. alter ground elevations without Grantor's prior written consent.

3.2. Requests for Grantor's consent to uses other than specifically allowed by this Easement must be made in writing. Such consent shall be based upon National Electric Safety Code clearance standards or more stringent standards as may be imposed by Grantor, drainage concerns, the protection of Grantor's existing and future facilities and improvements, and any other reason Grantor deems reasonably necessary for the efficient and safe operation of Grantor's transmission lines.

3.3. Prior to making any improvements or placing any structure within Easement Area, Grantee shall submit detailed plans and specifications to Grantor at least sixty (60) days in advance. Grantor reserves the right to deny or require modifications to such plans to ensure the Improvements will not impair Grantor's facilities or uses of its property. The Improvements shall be made in a good and workmanlike manner consistent with applicable building codes or other applicable governmental requirements.

3.4. Grantee shall not use or permit to be used within the Transmission Line Corridor any cranes or other equipment having a boom or similar attachment which may come in contact with or within an unsafe distance of Grantor's overhead electric transmission and distribution lines or structures. Grantee shall not excavate within 50 feet of Grantor's transmission structures. Grantee shall maintain a minimum distance of twenty (20) feet between equipment and transmission line conductors (wires). Grantee shall maintain a minimum distance of fifty (50) feet between approved structure(s) and transmission line conductors (wires). Grantee shall maintain a minimum distance of thirty-five (35) feet from finished grade of approved improvements to conductors. Grantee shall maintain a minimum distance of fifty (50) feet between approved improvements and the point where the transmission line (steel/wood pole/guy anchor/steel pole) enters the earth. Grantee shall use best faith efforts to monitor against any public activity that may result in bringing any object or thing within the minimum clearance distances provided in this paragraph.

3.5. Grantee shall not plant any species of trees or other vegetation under or near Grantor's transmission lines that will grow to a mature height greater than twelve (12) feet and shall otherwise keep and maintain the Easement Area clear of all brush, trees and timber that exceeds twelve (12) feet in height or any other vegetation that may endanger Grantor's facilities or improvements or that may impede Grantor's use and access of the Easement Area for its utility operations.

3.6. Grantee shall bear any and all costs and expenses for developing the Easement Area which shall be performed in a workman like manner and in accordance with federal, state, and local laws.

3.7. Grantee shall not construct or cause to be constructed any curb within the Easement Area, unless expressly approved by Grantor.

3.8. Grantee shall comply with all applicable federal, state, and local laws and applicable codes and standards in connection with its use of the Easement.

#### 4. Grantor's Use.

4.1. Grantor shall have the right to use Grantor's Land, without impairment or interference of any kind, for any use in connection with its electric utility operations. Moreover, Grantor may allow the Easement Area to be used by others, without permission or notice to Grantee, for any purpose that does not unreasonably interfere with Grantee's use, including the installation and use for communications equipment, pipelines, and other similar utility-related uses.

4.2 Grantor shall have the right to cross the Easement Area with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon at any time. Grantor will take commercially reasonable care to not damage Grantee's Improvements during operation and maintenance of the transmission line. However, in the event Grantee's facilities or improvements are damaged by Rocky Mountain Power's vehicles or equipment, then Rocky Mountain Power shall not be liable for the replacement or repair of Grantee's facilities or improvements. In the event Grantee desires the repair or replacement of its facilities located on property owned by Rocky Mountain Power, then Grantee shall be solely responsible for the cost of such repair or replacement. Grantor shall use good faith efforts to notify Grantee in advance of any planned, significant construction activities that may interfere with use of the Easement Area by the public or Grantee.

5. Reversion.

5.1. In the event Grantee ceases to use the Easement Area for the public recreational purposes set forth in this Easement for a continuous period of one year, this conveyance, including all right, title, and interest granted herein, shall immediately terminate and revert to Grantor. This provision shall not apply until after Grantee has completed the Improvements, provided that the Improvements are completed within one year after date of the grant of this Easement.

5.2. If the enactment or adoption of any law, ordinance, regulation, order, condition, or other governmental requirement relating to Grantor's operations on the property makes further performance impractical or frustrates the purpose for which this easement was granted, Grantor shall have the right to terminate this easement by giving Grantee ninety (90) days prior written notice.

6. Prevailing Party. If any suit or action arising out of or related to this Easement is brought by either party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunications costs, and deposition costs, and all other costs of discovery) incurred by such party or parties in such suit or action, including without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

7. Integration. This Easement, including exhibits, represents the entire agreement between the parties and supersedes any and all prior understandings, representations, or agreements of the parties, whether written or otherwise, regarding the subject matter of this document.

8. Authority. Each individual executing this Easement Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Easement Agreement in the capacity and for the entities set forth where he or she signs.

9. Subject to Existing Rights. This Easement is subject to all existing rights of way and encumbrances of record or in equity of law.

10. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties heretowaives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. **Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.**

**11. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.**

Grantor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Grantor and Grantee have executed this Public Recreation Easement  
 this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTOR  
 Rocky Mountain Power, a d/b/a of PacifiCorp, an Oregon corporation

By: Doug Bennion  
 Its: VP-Engineering

GRANTEE  
 Salt Lake City Corporation, a Utah municipal corporation

By: [Signature]  
 Its: Mayor or Designee

Attest and Countersign:  
[Signature]  
 City Recorder

Approved as to Form:  
[Signature]  
 Senior Salt Lake City Attorney  
 Katie Lewis

**RECORDED**

**JUL 15 2015**

**CITY RECORDER**

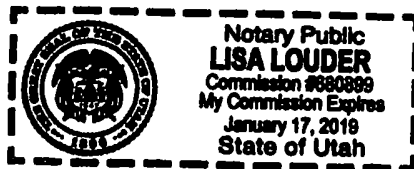


**ACKNOWLEDGEMENTS**

STATE OF UTAH  
 COUNTY OF SALT LAKE )

On this 15<sup>th</sup> day of June, 2015, personally appeared before me  
Douglas N. Bennion, who being by me duly sworn, did say that he/she is the signer of  
 the within instrument on behalf of Rocky Mountain Power, a d/b/a of PacifiCorp, an Oregon corporation,  
 and that the within and foregoing Public Recreation Easement Agreement was signed on behalf of Rocky  
 Mountain Power by actual authority.

[SEAL]



Lisa Louder  
 Notary Public  
 Residing in Salt Lake County

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

On this 14<sup>th</sup> day of July, 2015, personally appeared before me Mayor Ralph Becker, who being by me duly sworn did say that he is the Mayor of the Salt Lake City Corporation, Utah, and that the foregoing Public Recreation Easement Agreement was signed in behalf of said municipal corporation and political subdivision of the State of Utah, and he acknowledged to me that said corporation executed the same.

[SEAL]



*Rachel Ann George Chavarria*  
Notary Public  
Residing in Salt Lake County

ex-12/17/17  
Salt Lake County

## **EXHIBIT "A"**

### **TRAIL HEAD PARKING PARCEL**

Beginning at a point on the South line of North Temple Street, 660.00 feet N.00°00'55"W. and 574.90 feet N.89°56'26"E. from the Southwest corner of Section 35, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence S.00°00'55"E. 76.95 feet; thence S.89°54'31"E. 351.54 feet, more or less, to the westerly line of land conveyed to Salt Lake County; thence N.12°42'36"W. 79.81 feet, more or less, along said westerly line to the South line of North Temple Street; thence S.89°56'26"W. 334.00 feet along said South line to the point of beginning. The above described part of an entire tract contains 26,530 square feet or 0.609 acres.



# EXHIBIT "B"

