

March 22, 2017

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-3398

Attn: Filing Center

RE: UPN ___ PacifiCorp Notice of Property Disposition—Access Agreements with the Utah Department of Transportation

Under ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power (PacifiCorp) hereby provides notice of the sale of property necessary or useful in the provision of utility service (Notice).

The Utah Department of Transportation (UDOT) is in the process of constructing the Mountain View Corridor highway project in Salt Lake County, Utah (Project). The Project runs alongside certain PacifiCorp property that is used in the operation and maintenance of large, high voltage electric transmission lines, substations and other related utility purposes. In order to continue progress on the Project, UDOT needs to access two specific parcels of PacifiCorp property and construct an access road in a portion of those parcels (Property).

The parties signed two Non-Exclusive Access Easements (one for each parcel of Property; collectively, the Easements), pursuant to which PacifiCorp is granting a perpetual easement and right of way that is twenty feet in width for access incident to the construction and maintenance of the Project. In accordance with the Easements, UDOT will design and construct curb cuts and a gravel drive-off within the right of way for a roadway that will support UDOT's construction activities related to the Project. The Easements were signed January 10, 2017, and recorded January 24, 2017. Copies of the Easements are attached hereto as Attachment A.

The parties also executed two Temporary Construction Access Agreements (one for each parcel of Property; collectively, the Agreements), pursuant to which PacifiCorp is granting an easement to access a portion of the Property that is approximately ten feet in width until the completion of the Project or three years, whichever occurs first. The Agreements are dated January 23, 2017, and were recorded January 24, 2017. Copies of the Agreements are attached hereto as Attachment B.

The value of the Easements and Agreements was determined by comparing market compensation values. The Easements are valued at approximately \$31,941.81, and the Agreements are valued at approximately \$12,768.77. PacifiCorp's transmission corridor parcel traverses through a portion of the Project. UDOT must cross over portions of the PacifiCorp Property in order to complete the Project. PacifiCorp uses this Property as a transmission corridor. This transaction will not interfere with PacifiCorp's ongoing use of the Property for its intended use as a

transmission corridor. Ultimately, UDOT's construction of the access road on the Property will, in fact, enhance PacifiCorp's ability to access its structures.

The expected revenue associated with this transaction eases the burden on PacifiCorp's customers. UDOT's use of the Property will not interfere with PacifiCorp's ability to operate its facilities. The public is not harmed because PacifiCorp will continue to be able to fulfill its obligation to provide safe, reliable electric service.

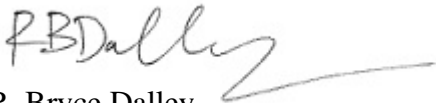
PacifiCorp respectfully requests that all correspondence and data requests regarding this matter be addressed to:

By E-mail (preferred): datarequest@pacificorp.com.

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Please direct informal questions with respect to this filing to Natasha Siores at 503-813-6583.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Bryce Dalley", with a long horizontal flourish extending to the right.

R. Bryce Dalley
Vice President, Regulation

ATTACHMENT A
NON-EXCLUSIVE ACCESS EASEMENTS

WHEN RECORDED, RETURN TO:
Rocky Mountain Power
Property Management Dept.
Attn: Lisa Louder/BK
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL- _____
File No. _____
Tax ID No. 14-35-477-011

WITH A COPY TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

12460194
01/24/2017 11:11 AM \$0.00
Book - 10523 Pg - 1192-1198
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UTAH DEPT OF TRANSPORTATION
RIGHT OF WAY FOURTH FLOOR
PO BOX 148420
SALT LAKE CITY UTAH 84114-8420
BY: LHA, DEPUTY - WI 7 P.

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:279N:E
Tax ID No: 20-02-253-032

NON-EXCLUSIVE ACCESS EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("GRANTOR"), successor in interest to Utah Power & Light Company, hereby CONVEYS to the Utah Department of Transportation, an agency of the State of Utah whose address is 4501 South 2700 West, Salt Lake City, UT 84114-8455, its successors-in-interest and assigns ("GRANTEE"), a non-exclusive perpetual easement and right of way 20 feet in width, more or less, for access incident to the construction and maintenance of a highway known as Mountain View Corridor: 5400 South to 4100 South, Project No. S-0085(5)0, on, and/or across the following described real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

Legal description as described in **Exhibit A**, attached hereto and by this reference made a part hereof.

This easement and right-of-way is granted subject to the following restrictive covenants and conditions:

1. Grantor's right to use the easement area shall be superior to Grantee's rights granted hereunder, provided that Grantor shall not unreasonably interfere with Grantee's use of the easement. 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. Grantee will design and construct curb cuts and a gravel drive-off for a roadway (the "Access Road") within the right of way sufficient for the needs of Grantee and the purposes for which this access easement is granted, sufficient to support Grantor's equipment in excess of 50 tons and minimize tracking of dirt and materials onto public roadways. No other significant improvements shall be made to the Access Road or the easement area by Grantee without Grantor's prior written consent. Grantor will have the right to use the Access Road for all purposes, provided that Grantor shall not unreasonably interfere with Grantee's use of the Access Road hereunder.

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 not place or allow to be placed any trees or other vegetation within the easement exceeding twelve (12) feet in height. Grantee shall be responsible for removing any trees or vegetation that exceeds the 12 foot limitation.

5. Grantee and its successors and assigns shall indemnify, defend and hold harmless Grantor, affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, from and against any and all third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee and its agents, servants, employees, and/or contractors; (ii) the use of the Easement Area by Grantee, its agents, servants, employees, or contractors; and (iii) any work performed in the Easement Area by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The indemnification provided herein shall not extend to any claims, damages or judgments to the extent caused by Grantor, its employees, agents or contractors. The provisions of this paragraph are not a waiver of the protections of the Utah Governmental Immunity Act.

6. Grantee and its contractors shall not substantially change the current grade elevation of the right of way without Grantor's express prior written consent.

7. Grantee shall be solely responsible for any and all costs incurred in the construction of the Access Road, and shall maintain Grantor's property free from liens or other

encumbrances associated with Grantee's use of the rights under this easement. Grantor will not be responsible or incur any costs for maintenance of the Access Road.

8. To the fullest extent permitted by law, each of the parties hereto waives 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.

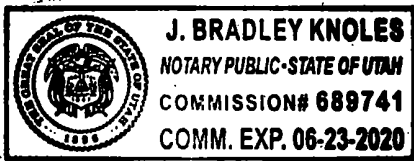
DATED this 10 day of January, 201~~6~~⁷.

ROCKY MOUNTAIN POWER, an
unincorporated division of PacifiCorp, an Oregon
corporation

By: *Douglas Bennion*
Print Name: Douglas Bennion
Title: VP- Engineering


STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 10th day of January, 201~~6~~⁷, personally appeared before me
Douglas N. Bennion, who being duly sworn did say that he/she executed the
within instrument on behalf Rocky Mountain Power, an unincorporated division of PacifiCorp and
that the within and foregoing instrument was signed by authority of said corporation.



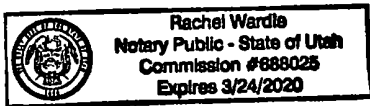
J. Bradley Knoles
Notary Public

UTAH DEPARTMENT OF
TRANSPORTATION, an agency of the State of
Utah

By: 
Print Name: Lyle D. McMillan
Title: Director, Right of Way

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 23 day of January, 2016, personally appeared before me
Lyle D. McMillan, who being duly sworn did say that he/she executed the
within instrument on behalf the Utah Department of Transportation, an agency of the State of Utah,
and that the within and foregoing instrument was signed by authority of said agency.



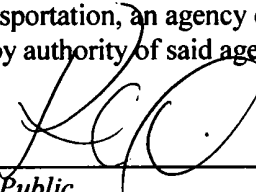

Notary Public

Exhibit A

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:279N:E

A perpetual access easement, upon part of an entire tract of property, in the SW1/4NE1/4 of Section 2, T.2S., R.2W., S.L.B. & M., in Salt Lake County, Utah, for the purpose of constructing, maintaining and repairing thereon an access road and highway appurtenances for the Mountain View Corridor (SR-85). The boundaries of said part of an entire tract of property are described as follows:

Beginning at the southwest corner of said entire tract at a point in the easterly right of way and no-access line of the Mountain View Corridor (SR-85), which point is 1552.11 feet West along the quarter section line from the East Quarter corner of said Section 2, said point is also 97.60 feet radially distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1734+90.30; and running thence along said easterly right of way and no-access line the following three (3) courses: (1) N.00°15'43"E. 35.09 feet; thence (2) N.04°09'46"E. 759.17 feet; thence (3) N.00°21'21"W. 80.06 feet to the southerly right of way line of 4300 South Street at a point in a 252.56-foot radius non-tangent curve to the right, said point is 147.73 feet radially distant easterly from said control line opposite engineer station 1743+56.52; thence easterly 20.27 feet along the arc of said curve and said southerly right of way line (Note: Chord to said curve bears S.81°03'26"E. for a distance of 20.26 feet); thence S.00°21'21"E. 77.58 feet; thence S.04°09'46"W. 759.28 feet; thence S.00°15'43"W. 34.32 feet to the southerly boundary of entire tract; thence N.89°59'59"W. 20.00 feet along said southerly boundary line to the point of beginning. The above described part of an entire tract of property contains 17,457 square feet or 0.401 acre in area, more or less.

Together with:

A perpetual access easement, upon part of an entire tract of property, in the SW1/4NE1/4 of Section 2, T.2S., R.2W., S.L.B. & M., in Salt Lake County, Utah, for the purpose of constructing, maintaining and repairing thereon an access road and highway appurtenances for the Mountain View Corridor (SR-85). The boundaries of said part of an entire tract of property are described as follows:

Beginning at a point in the easterly right of way and no-access line of the Mountain View Corridor (SR-85), which point is 1552.11 feet West along the quarter section line and 35.09 feet N.00°15'43"E. and 759.17 feet N.04°09'46"E. and 130.37 feet N.00°21'21"W. from the East Quarter corner of said Section 2, said point is also 147.93 feet perpendicularly distant easterly

from the Mountain View Corridor Right of Way Control
Line opposite approximate engineer

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:279N:E

station 1744+06.83; and running thence N.00°21'21"W. 399.36 feet along said easterly right of way and no-access line to the northerly boundary line of said entire tract at a point 149.54 feet perpendicularly distant easterly from said control line opposite engineer station 1748+06.19; thence S.89°57'41"E. 20.00 feet along said northerly boundary line; thence S.00°21'21"E. 401.94 feet to the northerly right of way line of 4300 South Street at a point in a 302.56-foot radius non-tangent curve to the left; thence westerly 20.19 feet along the arc of said curve and said northerly right of way line (Note: Chord to said curve bears N.82°36'23"W. for a distance of 20.19 feet) to the point of beginning. The above described part of an entire tract of property contains 8,011 square feet or 0.184 acre in area, more or less.

The combined areas of the above description are 25,468 square feet or 0.585 acre in area, more or less.

(Note: Rotate all bearings in the above descriptions 0°08'26" clockwise to match highway bearings.)

Prepared By: (RMB) Meridian Engineering, Inc.
Revised By: (RMB) Meridian Engineering, Inc.

6S

5/24/2016
10/5/2016

WHEN RECORDED, RETURN TO:
Rocky Mountain Power
Property Management Dept.
Attn: Lisa Louder/BK
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL- _____
File No. _____
Tax ID No. 14-35-477-011

WITH A COPY TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

12460195
01/24/2017 11:11 AM \$0.00
Book - 10523 Pg - 1199-1205
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UTAH DEPT OF TRANSPORTATION
RIGHT OF WAY FOURTH FLOOR
PO BOX 148420
SALT LAKE CITY UTAH 84114-8420
BY: LHA, DEPUTY - WI 7 P.

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:296D:2E
Tax ID No: 20-02-200-055

NON-EXCLUSIVE ACCESS EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("GRANTOR"), successor in interest to Utah Power & Light Company, hereby CONVEYS to the Utah Department of Transportation, an agency of the State of Utah whose address is 4501 South 2700 West, Salt Lake City, UT 84114-8455, its successors-in-interest and assigns ("GRANTEE"), a non-exclusive perpetual easement and right of way 20 feet in width, more or less, for access incident to the construction and maintenance of a highway known as Mountain View Corridor: 5400 South to 4100 South, Project No. S-0085(5)0, on, and/or across the following described real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

Legal description as described in **Exhibit A**, attached hereto and by this reference made a part hereof.

This easement and right-of-way is granted subject to the following restrictive covenants and conditions:

1. Grantor's right to use the easement area shall be superior to Grantee's rights granted hereunder, provided that Grantor shall not unreasonably interfere with Grantee's use of the easement. 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. Grantee will design and construct curb cuts and a gravel drive-off for a roadway (the "Access Road") within the right of way sufficient for the needs of Grantee and the purposes for which this access easement is granted, sufficient to support Grantor's equipment in excess of 50 tons and minimize tracking of dirt and materials onto public roadways. No other significant improvements shall be made to the Access Road or the easement area by Grantee without Grantor's prior written consent. Grantor will have the right to use the Access Road for all purposes, provided that Grantor shall not unreasonably interfere with Grantee's use of the Access Road hereunder.

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 not place or allow to be placed any trees or other vegetation within the easement exceeding twelve (12) feet in height. Grantee shall be responsible for removing any trees or vegetation that exceeds the 12 foot limitation.

5. Grantee and its successors and assigns shall indemnify, defend and hold harmless Grantor, affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, from and against any and all third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee and its agents, servants, employees, and/or contractors; (ii) the use of the Easement Area by Grantee, its agents, servants, employees, or contractors; and (iii) any work performed in the Easement Area by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The indemnification provided herein shall not extend to any claims, damages or judgments to the extent caused by Grantor, its employees, agents or contractors. The provisions of this paragraph are not a waiver of the protections of the Utah Governmental Immunity Act.

6. Grantee and its contractors shall not substantially change the current grade elevation of the right of way without Grantor's express prior written consent.

7. Grantee shall be solely responsible for any and all costs incurred in the construction of the Access Road, and shall maintain Grantor's property free from liens or other encumbrances associated with Grantee's use of the rights under this easement. Grantor will not be responsible or incur any costs for maintenance of the Access Road.

8. To the fullest extent permitted by law, each of the parties hereto waives 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.

DATED this 10TH day of January, 2016.

ROCKY MOUNTAIN POWER, an
unincorporated division of PacifiCorp, an Oregon
corporation

By: *Douglas Bennion*
Print Name: Douglas Bennion
Title: VP-Engineering

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 10th day of January, 2016, personally appeared before me
Douglas N. Bennion, who being duly sworn did say that he/she executed the
within instrument on behalf Rocky Mountain Power, an unincorporated division of PacifiCorp and
that the within and foregoing instrument was signed by authority of said corporation.

J. Bradley Knoles
Notary Public

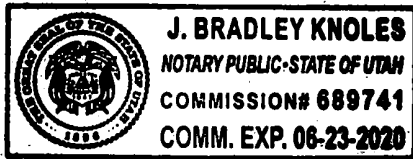


Exhibit A

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:296D:2E

A perpetual access easement, upon part of an entire tract of property, in the NW1/4NE1/4 of Section 2, T.2S., R.2W., S.L.B. & M., in Salt Lake County, Utah, for the purpose of constructing, maintaining and repairing thereon an access road and highway appurtenances for the Mountain View Corridor (SR-85). The boundaries of said part of an entire tract of property are described as follows:

Beginning at the southwest corner of said entire tract at a point in the easterly right of way and no access line of the Mountain View Corridor (SR-85), which point is 1497.51 feet West along the section line and 1321.98 feet South from the Northeast Corner of said Section 2, said point is also 149.54 feet perpendicularly distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1748+06.19; and running thence N.00°26'00"W. 199.78 feet along said easterly right of way and no access line; thence N.01°49'45"E. 310.35 feet along said easterly right of way and no access line to the southerly right of way line of Wolverine Way at a point 29.00 feet perpendicularly distant southerly from the Wolverine Way Right of Way Control Line opposite engineer station 17+34.33; thence S.89°46'55"E. 18.07 feet along said southerly right of way line to the beginning of a 36.00-foot radius curve to the right; thence easterly 1.94 feet along the arc of said curve and said right of way line (Note: Chord to said curve bears S.88°40'16"E. for a distance of 1.94 feet); thence S.01°49'45"W. 310.62 feet; thence S.00°26'00"E. 199.52 feet to the southerly boundary of said entire tract; thence S.89°57'40"W. 20.00 feet along said southerly boundary line to the point of beginning. The above described part of an entire tract of property contains 10,203 square feet or 0.234 acre in area, more or less.

Together with:

A perpetual access easement, upon part of an entire tract of property, in the NW1/4NE1/4 of Section 2, T.2S., R.2W., S.L.B. & M., in Salt Lake County, Utah, for the purpose of constructing, maintaining and repairing thereon an access road and highway appurtenances for the Mountain View Corridor (SR-85). The boundaries of said part of an entire tract of property are described as follows:

Beginning at a point in the easterly right of way and no access line of the Mountain View Corridor (SR-85), which point is 1487.45 feet West along the section line and 760.01 feet South from the Northeast Corner of said Section 2, said point is also 23.00 feet

perpendicularly distant northerly from the Wolverine
Way Right of Way Control Line

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:296D:2E

opposite approximate engineer station 17+36.19; and running thence N.01°49'45"E. 304.19 feet along said easterly right of way and no-access line to a point 179.34 feet perpendicularly distant easterly from the Mountain View Corridor Right of Way Control Line opposite engineer station 1756+71.91; thence S.89°57'14"E. 20.01 feet; thence S.01°49'45"W. 304.10 feet to the northerly right of way line of Wolverine Way; thence S.89°46'14"W. 20.01 feet along said northerly right of way line to point of beginning. The above described part of an entire tract of property contains 6,083 square feet or 0.140 acre in area, more or less.

The combined areas of the above description are 16,286 square feet or 0.374 acre in area, more or less.

(Note: Rotate all bearings in above description 0°13'04" clockwise to match the highway bearings.)

Prepared by: (RMB) Meridian Engineering, Inc.

6S

5/25/2016

ATTACHMENT B
TEMPORARY CONSTRUCTION ACCESS AGREEMENTS

8-3

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
Rocky Mountain Power
Real Estate Services
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

12460196
01/24/2017 11:11 AM \$0.00
Book - 10523 Pg - 1206-1213
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UTAH DEPT OF TRANSPORTATION
RIGHT OF WAY FOURTH FLOOR
PO BOX 148420
SALT LAKE CITY UTAH 84114-8420
BY: LHA, DEPUTY - WI S P.

Temporary Construction Access Agreement

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:279N:2E
Tax ID No: 20-02-253-032

This RIGHT OF ENTRY AGREEMENT (“Agreement”), dated 1-23, 2017, is by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (“Grantor”), successor in interest to Utah Power & Light Company, and the Utah Department of Transportation, (“Grantee”), whose address is 4501 South 2700 West, Box 148420, Salt Lake City, Utah 84114-8420.

RECITALS

A. Grantor owns a certain parcel of land (“Property”) located in Salt Lake County and more particularly described in Exhibit “A”, attached hereto and by this reference made a part hereof, which land is utilized by Grantor for the use, operation, and maintenance of large, high voltage electric transmission lines, substations, and other similar or related utility purposes.

B. Grantee desires and Grantor is willing to allow Grantee and its selected contractor(s) access to the Property for the purposes of construction or other necessary activity on the property for the state transportation project (the “Work”), subject to the restrictions and limitations contained herein. The Work area is more particularly described in Exhibit “B”, attached hereto and by this reference made a part hereof.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Right of Entry. Grantor hereby grants to Grantee, and to Grantee’s contractors, subcontractors, and agents (for purposes of this agreement, Grantee and its contractors, subcontractors, and agents, if any, shall be referred to as “Grantee”), the right to enter the Property for the sole purpose of conducting its Work on the Property. Grantee shall strictly comply with any reasonable instructions,

directions or restrictions promulgated by Grantor. Grantee shall be responsible and liable for the actions and inactions of its contractors and agents hereunder as if Grantee were performing the same.

2. Term. The temporary construction agreement shall continue only until project construction on the property is complete, or for three years, whichever first occurs from the effective date of this agreement.

3. Compensation. Grantee shall pay Grantor the amount of \$ 7,789.54, as determined by appraisal for entering into this Agreement.

4. Compliance with Law. In the prosecution of the Work, Grantee shall secure, at its expense, any and all necessary permits and shall comply with all applicable federal, state and local laws, regulation and enactments applicable to the Work. All Work shall be performed in a workmanlike manner and in compliance with all applicable industry standards. Grantee shall perform and stage construction so as to ensure the safety of: (a) Grantee's agents and employees; (b) any and all Grantor operations conducted on the Property; (c) surrounding property owners; and (d) the public in general.

5. Grantor Operations. Grantee shall not make or allow to be made any use of the Property that is inconsistent with, or unreasonably 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 right of entry, including, without limitation, electric transmission and distribution circuits that cross over or above the property as herein described.

6. (a) Power Lines. Grantee shall not use or permit to be used on the Property, construction cranes or other equipment that violate NESC, OSHA or Utah High Voltage Act clearance standards. Grantee shall not excavate within fifty (50) feet of existing power poles identified in Exhibit C, nor place any temporary spoils within a thirty (30) foot radial clearance from any overhead power line unless otherwise approved by Grantor in writing in advance. The storage of hazardous materials or refueling of vehicle/equipment is prohibited within the Property. At no time shall Grantee transport or place materials or equipment of any kind that exceed fourteen (14) feet in height, or that creates a material risk of endangering Grantor's facilities, or that poses a risk to human safety, under or adjacent to any overhead power line. At no time shall Grantee operate any equipment or vehicle exceeding fourteen (14) feet in height under or adjacent to any overhead power line; furthermore, any vehicle or equipment exceeding fourteen (14) feet in height during operation shall maintain a twenty (20) foot radial clearance from any overhead power line. Grantee's use of the Property shall comply with NESC, OSHA and Utah High Voltage Act Safety clearance standards.

(b) Towers/Poles.

(i) Materials, supplies, or equipment of any kind may not be stock-piled, parked, or stored within five (5) feet of the towers or poles or in such proximity to said towers that they would block access to any overhead power line.

(ii) No vehicles or equipment may be left unattended for any reason within ten (10) feet of Grantor's towers or in such proximity to said towers that they would block access to any overhead power line.

(iii) No re-construction, operational or maintenance activities, vehicles, equipment, materials, supplies, warning barriers, stockpiles, earth, spoils, etc. may be used within the Property that will provide a platform for persons to climb the towers or poles or provide access within the minimum clearance standards established by the National Electric Safety Code.

7. Costs of Construction. Grantee shall be solely responsible for any and all costs incurred with respect to the Work, and shall maintain the Property free from liens or other encumbrances associated with the Work.

8. Safety. Safety of personnel, property, Grantor operations and the public is of paramount importance in the prosecution of the Work. Grantee shall keep all Work locations in the Property free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the Work. Grantee shall have proper first aid supplies available on the job site so that prompt first aid services can be administered to any person injured on the job site. Grantee shall promptly notify Grantor of any OSHA reportable injuries arising during the Work. Grantee shall have a non-delegable duty to control its employees while on the Property to ensure that such employees do not use, are not under the influence of, and do not have in their possession, any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of the Work.

9. Indemnification. Licensee and its successors and assigns hereby agree to indemnify, defend and hold harmless Licensor, affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, (the "Indemnified Parties") from and against any and all third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Licensee and its agents, servants, employees, and/or contractors; (ii) the use of the License Area by Licensee, its agents, servants, employees, or contractors; and (iii) any work performed in the License Area by Licensee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is applied occurred prior to such expiration or termination. The indemnification provided herein shall not extend to any claims, damages or judgments to the extent caused by Licensor, its employees, agents or contractors. The provisions of this paragraph are not a waiver of the protections of the Utah Governmental Immunity Act.

10. Insurance. Grantee is self-insured through the Utah Division of Risk Management and Grantee's contractor shall at its cost, obtain and maintain workers compensation and liability insurance in amounts required in the contract between Grantee and its contractor.

11. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

12. Termination. This Agreement and right of entry granted hereunder may be terminated by Grantor in the event that Grantee continues in default with respect to any provision of this Agreement for a period of seven days after receipt of notice from Grantor identifying the nature of Grantee's breach. Notwithstanding the foregoing, in the event that the nature of Grantee's breach constitutes an imminent threat to persons or property, Grantor may immediately suspend the right of entry granted herein until such time as Grantee remedies the breach.

13. Restoration of Property. Upon termination of this Right of Entry agreement, Grantee shall restore the Property to substantially a similar condition as existed prior to the work, including but not limited to restoring vegetation to its original condition as current year growing season permits.

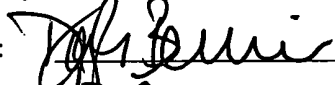
14. Occupancy of Property. Upon execution of this Agreement by the parties, Grantor grants Grantee, its contractors, permittees, and assigns, the right to immediately occupy and commence construction or other necessary activity on the property for the state transportation project.

15. Jury Waiver. To the fullest extent permitted by law, each of the parties hereto waives 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

Grantor:

Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon

By: 
Its: VP-Engineering
Dated: 1-10-2017

Grantee:

UTAH DEPARTMENT OF TRANSPORTATION

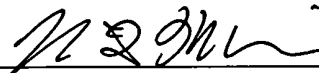
By: 
Lyle D. McMillan
Its: Director of Right of Way
Dated: 1-23-2017

Exhibit "A"
(Grantor's Property)

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:279N:2E

Beginning at the Southeast corner of the Grantor's land at a point 1320 feet west, more or less, from the East Quarter corner of Section 2, Township 2 South, Range 2 West, Salt Lake Meridian, and running thence North 1320 feet to the Northeast corner of Grantor's land; thence West 265 feet along a north boundary line of Grantor's land; thence South 0° 01' East 1320 feet, being parallel to and 135 feet perpendicularly distant west from the center line of an existing 50 foot easement in favor of the Grantee across Grantor's land to the South boundary line of Grantor's land; thence East 265 feet, more or less, to the point of beginning, and being in the Southwest Quarter of the Northwest Quarter of said Section 2.

LESS:

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property situate in SW1/4NE1/4 of Section 2, T. 2 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said entire tract, which corner is 1596.28 ft. West from the East Quarter corner of said Section 2, said corner is also 53.49 ft. radially distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1734+88.16; and running thence N. 00°00'33" W. 1322.05 ft. (N. 0°01' E. 1320 ft. by record) along the westerly boundary line to the northwest corner of said entire tract; thence S. 89°57'41" E. (East by record) 96.36 ft. along the northerly boundary line of said entire tract to a point 149.49 ft. perpendicularly distant easterly from said control line opposite approximate engineer station 1748+06.19; thence S. 00°21'21" E. 529.74 ft.; thence S. 04°09'46" W. 759.17 ft.; thence S. 00°15'43" W. 35.09 ft. to the south boundary line of said entire tract; thence West 44.16 ft. along said south boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah department of Transportation. The above described parcel of land contain 107,922 square ft. in area or 2.478 acres, more or less.

Exhibit "B"
(Easement Description)

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:279N:2E

A temporary easement, upon part of an entire tract of property, in the SW1/4NE1/4 of Section 2, T.2S., R.2W., S.L.B. & M., in Salt Lake County, Utah, for the purpose of constructing an access road and appurtenant parts thereof incident to the construction of a highway known as Project No. S-0085(5)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. This easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of property are described as follows:

Beginning at a point in the southerly boundary line of said entire tract, which point is 1532.11 feet West along the quarter section line from the East Quarter corner of said Section 2, said point is also 117.57 feet radially distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1734+91.26; and running thence N.00°15'43"E. 34.32 feet; thence N.04°09'46"E. 759.28 feet; thence N.00°21'21"W. 77.58 feet to the southerly right of way line of 4300 South Street at a point in a 252.56-foot radius non-tangent curve to the right; thence easterly 10.25 feet along the arc of said curve and said southerly right of way line (Note: Chord to said curve bears S.77°35'41"E. for a distance of 10.25 feet); thence S.00°21'21"E. 75.71 feet; thence S.04°09'46"W. 759.33 feet; thence S.00°15'43"W. 33.93 feet to the southerly boundary line of said entire tract; thence N.89°59'59"W. 10.00 feet along said southerly boundary line to the point of beginning. The above described part of an entire tract of property contains 8,699 square feet or 0.200 acre in area, more or less.

Together with:

A temporary easement, upon part of an entire tract of property, in the SW1/4NE1/4 of Section 2, T.2S., R.2W., S.L.B. & M., in Salt Lake County, Utah, for the purpose of constructing an access road and appurtenant parts thereof incident to the construction of a highway known as Project No. S-0085(5)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. This easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of property are described as follows:

Beginning at a point in the northerly right of way line of 4300 South Street which point is 1532.11 feet West along the quarter section line and 34.32 feet N.00°15'43"E. and 759.28 feet N.04°09'46"E. and 128.45 feet N.00°21'21"W. from the East Quarter corner of said Section 2, said point is also 167.92 feet perpendicularly distant easterly from the Mountain View Corridor Right of Way Control Line

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:279N:2E

opposite approximate engineer station 1744+04.03; and running thence N.00°21'21"W. 401.94 feet to the northerly boundary line of said entire tract; thence S.89°57'41"E. 10.00 feet along said northerly boundary line; thence S.00°21'21"E. 403.75 feet to said northerly right of way line at a point in a 302.56-foot radius non-tangent curve to the left; thence westerly 10.18 feet along the arc of said curve and said northerly right of way line (Note: Chord to said curve bears N.79°43'53"W. for a distance of 10.18 feet) to the point of beginning. The above described part of an entire tract of property contains 4,029 square feet or 0.093 acre in area, more or less.

The combined areas of the above description are 12,728 square feet or 0.293 acre in area, more or less.

(Note: Rotate all bearings in the above description 0°08'26" clockwise to match the highway bearings.)

Prepared by: (RMB) Meridian Engineering, Inc.
Revised by: (RMB) Meridian Engineering, Inc.

6S

5/31/2016
10/5/2016

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
Rocky Mountain Power
Real Estate Services
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

Temporary Construction Access Agreement

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:296D:3E
Tax ID No: 20-02-200-055

This RIGHT OF ENTRY AGREEMENT (“**Agreement**”), dated 1-23, 2017, is by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon Corporation (“**Grantor**”), successor in interest to Utah Power & Light Company and the Utah Department of Transportation, (“**Grantee**”), whose address is 4501 South 2700 West, Box 148420, Salt Lake City, Utah 84114-8420.

RECITALS

A. Grantor owns a certain parcel of land (“**Property**”) located in Salt Lake County and more particularly described in Exhibit “A”, attached hereto and by this reference made a part hereof, which land is utilized by Grantor for the use, operation, and maintenance of large, high voltage electric transmission lines, substations, and other similar or related utility purposes.

B. Grantee desires and Grantor is willing to allow Grantee and its selected contractor(s) access to the Property for the purposes of construction or other necessary activity on the property for the state transportation project (the “**Work**”), subject to the restrictions and limitations contained herein. The Work area is more particularly described in Exhibit “B”, attached hereto and by this reference made a part hereof.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Right of Entry. Grantor hereby grants to Grantee, and to Grantee’s contractors, subcontractors, and agents (for purposes of this agreement, Grantee and its contractors, subcontractors, and agents, if any, shall be referred to as “**Grantee**”), the right to enter the Property for the sole purpose of conducting its Work on the Property. Grantee shall strictly comply with any reasonable instructions,

directions or restrictions promulgated by Grantor. Grantee shall be responsible and liable for the actions and inactions of its contractors and agents hereunder as if Grantee were performing the same.

2. Term. The temporary construction agreement shall continue only until project construction on the property is complete, or for three years, whichever first occurs from the effective date of this agreement.

3. Compensation. Grantee shall pay Grantor the amount of \$ 4,979.23, as determined by appraisal for entering into this Agreement.

4. Compliance with Law. In the prosecution of the Work, Grantee shall secure, at its expense, any and all necessary permits and shall comply with all applicable federal, state and local laws, regulation and enactments applicable to the Work. All Work shall be performed in a workmanlike manner and in compliance with all applicable industry standards. Grantee shall perform and stage construction so as to ensure the safety of: (a) Grantee's agents and employees; (b) any and all Grantor operations conducted on the Property; (c) surrounding property owners; and (d) the public in general.

5. Grantor Operations. Grantee shall not make or allow to be made any use of the Property that is inconsistent with, or unreasonably 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 right of entry, including, without limitation, electric transmission and distribution circuits that cross over or above the property as herein described.

6. (a) Power Lines. Grantee shall not use or permit to be used on the Property, construction cranes or other equipment that violate NESC, OSHA or Utah High Voltage Act clearance standards. Grantee shall not excavate within fifty (50) feet of existing power poles identified in Exhibit C, nor place any temporary spoils within a thirty (30) foot radial clearance from any overhead power line unless otherwise approved by Grantor in writing in advance. The storage of hazardous materials or refueling of vehicle/equipment is prohibited within the Property. At no time shall Grantee transport or place materials or equipment of any kind that exceed fourteen (14) feet in height, or that creates a material risk of endangering Grantor's facilities, or that poses a risk to human safety, under or adjacent to any overhead power line. At no time shall Grantee operate any equipment or vehicle exceeding fourteen (14) feet in height under or adjacent to any overhead power line; furthermore, any vehicle or equipment exceeding fourteen (14) feet in height during operation shall maintain a twenty (20) foot radial clearance from any overhead power line. Grantee's use of the Property shall comply with NESC, OSHA and Utah High Voltage Act Safety clearance standards.

(b) Towers/Poles.

(i) Materials, supplies, or equipment of any kind may not be stock-piled, parked, or stored within five (5) feet of the towers or poles or in such proximity to said towers that they would block access to any overhead power line.

(ii) No vehicles or equipment may be left unattended for any reason within ten (10) feet of Grantor's towers or in such proximity to said towers that they would block access to any overhead power line.

(iii) No re-construction, operational or maintenance activities, vehicles, equipment, materials, supplies, warning barriers, stockpiles, earth, spoils, etc. may be used within the Property that will provide a platform for persons to climb the towers or poles or provide access within the minimum clearance standards established by the National Electric Safety Code.

7. Costs of Construction. Grantee shall be solely responsible for any and all costs incurred with respect to the Work, and shall maintain the Property free from liens or other encumbrances associated with the Work.

8. Safety. Safety of personnel, property, Grantor operations and the public is of paramount importance in the prosecution of the Work. Grantee shall keep all Work locations in the Property free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the Work. Grantee shall have proper first aid supplies available on the job site so that prompt first aid services can be administered to any person injured on the job site. Grantee shall promptly notify Grantor of any OSHA reportable injuries arising during the Work. Grantee shall have a non-delegable duty to control its employees while on the Property to ensure that such employees do not use, are not under the influence of, and do not have in their possession, any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of the Work.

9. Indemnification. Licensee and its successors and assigns hereby agree to indemnify, defend and hold harmless Licensor, affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, (the "Indemnified Parties") from and against any and all third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Licensee and its agents, servants, employees, and/or contractors; (ii) the use of the License Area by Licensee, its agents, servants, employees, or contractors; and (iii) any work performed in the License Area by Licensee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is applied occurred prior to such expiration or termination. The indemnification provided herein shall not extend to any claims, damages or judgments to the extent caused by Licensor, its employees, agents or contractors. The provisions of this paragraph are not a waiver of the protections of the Utah Governmental Immunity Act.

10. Insurance. Grantee is self-insured through the Utah Division of Risk Management and Grantee's contractor shall at its cost, obtain and maintain workers compensation and liability insurance in amounts required in the contract between Grantee and its contractor.

11. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

12. Termination. This Agreement and right of entry granted hereunder may be terminated by Grantor in the event that Grantee continues in default with respect to any provision of this Agreement for a period of seven days after receipt of notice from Grantor identifying the nature of Grantee's breach. Notwithstanding the foregoing, in the event that the nature of Grantee's breach constitutes an imminent threat to persons or property, Grantor may immediately suspend the right of entry granted herein until such time as Grantee remedies the breach.

13. Restoration of Property. Upon termination of this Right of Entry agreement, Grantee shall restore the Property to substantially a similar condition as existed prior to the work, including but not limited to restoring vegetation to its original condition as current year growing season permits.

14. Occupancy of Property. Upon execution of this Agreement by the parties, Grantor grants Grantee, its contractors, permittees, and assigns, the right to immediately occupy and commence construction or other necessary activity on the property for the state transportation project.

15. Jury Waiver. To the fullest extent permitted by law, each of the parties hereto waives 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

Grantor:

Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation

By: _____

Its: _____

Dated: _____

Grantee:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Its: _____

Dated: _____

EXHIBIT "A"
(Grantor's Property)

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:296D:3E

Said tracts of land situate in Lot 2, Section 2, Township 2 South, Range 2 West, Salt Lake Meridian, described as follows:

Beginning at the northwest corner of the Grantors' land which is 1667.6 feet west, more or less, along the section line from the northeast corner of Section 2, T. 2 S., R. 2 W., S.L.M. and running thence South 1321.7 feet, more or less, along the west boundary line of said Grantors' land to the southwest corner of said Grantors' land, thence East 88.65 feet, more or less, along the south boundary line of said Grantors' land to the Grantee's west right of way line, thence N. 0°01' W. 1321.6 feet, more or less, along said west right of way line to the north boundary line of said Grantor's land, thence West 91.2 feet, more or less, along said north boundary line to the point of beginning. Containing 2.729 acres, more or less.

LESS:

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property situate in NW1/4NE1/4 of Section 2, T. 2 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the westerly boundary line of said entire tract, which point is 1668.10 ft. (1667.6 ft. by record) West and 455.82 ft. S. 00°04'50" E. (South by record) from the Northeast Corner of said Section 2, said point is also 10.37 ft. perpendicularly distant westerly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1756+74.26; and running thence S. 89°57'13" E. 189.72 ft.; thence S. 01°49'46" W. 666.57 ft.; thence S. 00°25'59" E. 199.78 ft. to the southerly boundary line of said entire tract at a point 149.54 ft. perpendicularly distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1748+06.19; thence S. 89°57'41" W. (West by record) 168.73 ft. along said southerly boundary line to the southwest corner of said entire tract; thence N. 00°04'50" W. (North by record) 866.27 ft. along the westerly boundary line of said entire tract to the point of beginning as shown on the official map of said project ton file in the office of the Utah Department of Transportation. The above described parcel of land contains 152,605 square ft. in area or 3.503 acres, more or less.

EXHIBIT "B"
(Easement Description)

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:296D:3E

A temporary easement, upon part of an entire tract of property, in the NW1/4NE1/4 of Section 2, T.2S., R.2W., S.L.B. & M., in Salt Lake County, Utah, for the purpose of constructing an access road and appurtenant parts thereof incident to the construction of a highway known as Project No. S-0085(5)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. This easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of property are described as follows:

Beginning at a point in the southerly boundary line of said entire tract, which point is 1497.51 feet West along the section line and 1321.98 feet South and 20.00 feet N.89°57'40"E. from the Northeast Corner of said Section 2, said point is also 169.54 feet perpendicularly distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1748+05.97; and running thence N.00°26'00"W. 199.52 feet; thence N.01°49'45"E. 310.62 feet to the southerly right of way line of Wolverine Way in a 36.00-foot non-tangent curve to the right; thence easterly 10.16 feet along the arc of said curve and said southerly right of way line (Note: Chord to said curve bears S.79°02'16"E. for a distance of 10.13 feet); thence S.01°49'45"W. 308.81 feet; thence S.00°26'00"E. 199.40 feet to said southerly boundary line; thence S.89°57'40"W. 10.00 feet along said southerly boundary line to the point of beginning. The above described said part of an entire tract of property contains 5,094 square feet or 0.117 acre in area, more or less.

Together with:

A temporary easement, upon part of an entire tract of property, in the NW1/4NE1/4 of Section 2, T.2S., R.2W., S.L.B. & M., in Salt Lake County, Utah, for the purpose of constructing an access road and appurtenant parts thereof incident to the construction of a highway known as Project No. S-0085(5)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. This easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of property are described as follows:

Beginning at a point in the northerly right of way line of Wolverine Way, which point is 1487.45 feet West along the section line and 760.01 feet South and 20.01 feet N.89°46'14"E. from the Northeast Corner of said Section 2, said point is also 23.00 feet perpendicularly distant northerly from the Wolverine Way Right

of Way Control Line opposite approximate engineer station 17+56.20; and running thence N.01°49'45"E. 304.10 feet; thence S.89°57'14"E. 10.01 feet; thence S.01°49'45"W. 304.05 feet to said northerly right of way line; thence S.89°46'14"W. 10.01 feet along

Pin No: 8314
Project No: S-0085(5)0
Parcel No: 0085:296D:3E

said northerly right of way line to the point of beginning. The above described said part of an entire tract of property contains 3,042 square feet or 0.070 acre in area, more or less.

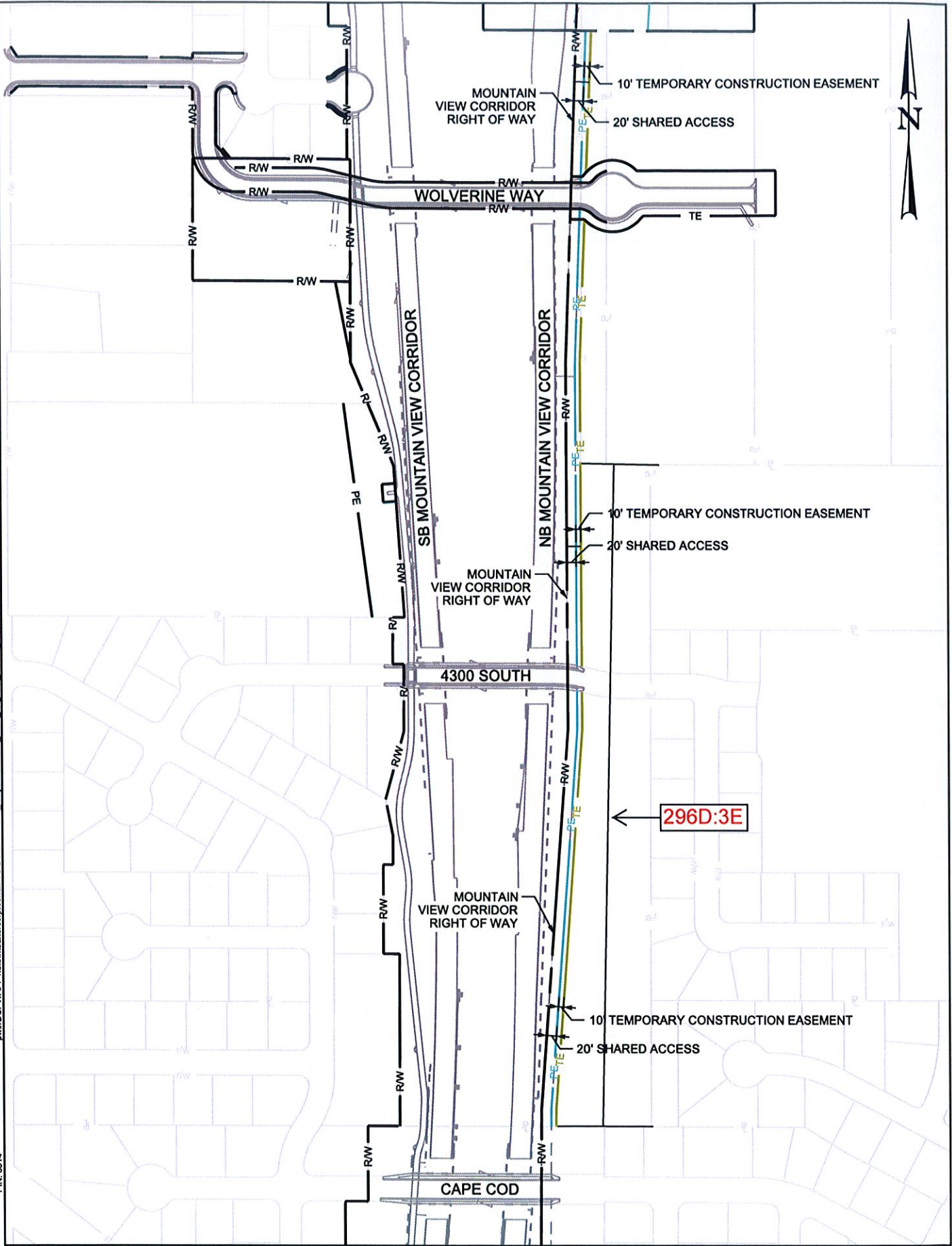
The combined areas of the above description are 8,136 square feet or 0.187 acre in area, more or less.

(Note: Rotate all bearings in above description 0°13'04" clockwise to match highway bearings.)

pw://DCPWAPP1.lbr.mbakercorp.com/MVC/Documents/01_Projects/147794_MVC_Seg604_Drawing&space;Files/4.3&space;Exhibit&space;11&space;02&space;2016RMP&space;Easement&space;Exhibit.dgn

PIN: 8314

02-NOV-2016



PIN: 8314
PROJECT NO. S-0085(5)0

MVC; 5400 SOUTH TO 4100 SOUTH
SEGMENT 6

SHEET NO.