

Entry No.	226932
REQUEST OF	<i>Snyderville Basin S.I.D.</i>
FEE	ALAN SPRIGGS, SUMMIT CO. RECORDER
\$ <i>N.C.</i>	By <i>Susan Peterson</i>
RECORDED	<i>11-5-84</i> at <i>9:01</i>

UTAH POWER & LIGHT COMPANY
EASEMENT

UTAH POWER & LIGHT COMPANY, a Utah corporation, with its principal office located at 1407 West North Temple, Salt Lake City, Utah, GRANTOR, in and for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, with its principal business office located at 3060 West Rasmussen Road, City of Park City, Summit County, State of Utah, its successors and assigns, GRANTEE, an easement and right of way for the construction, operation, maintenance, and repair of an underground sewer pipeline, in, on, over and/or across the following described real property owned by Grantor located in Summit County, State of Utah, to wit:

A Centerline Easement.

Beginning on a Northerly line of Grantors property, which point is N 67°26'06" W 89.28 feet from a Northeast corner of said property (deed bearing is N 66°49'00" W) which point is also N 0°37'06" W 1237.46 feet along the Section line and S 89°22'54" W 1249.34 feet from the Southeast corner of Section 35, T1S-R4E SLB & M and running thence S 0°54'21" W 140.00 feet more or less to the Southerly line of said Grantor property.

Also beginning on a Northerly line of Grantors property, which point is S 45°24'24" W 150.89 feet (deed bearing is S 46°01'30" W) from a Northeast corner of said Grantors property, which point is also N 0°37'06" W 2470.03 feet along the Section line and S 89°22'54" W 1570.33 feet from the Southeast Corner of said Section and running thence S 49°43'23" E 120.00 feet more or less to a Southerly line of said Grantors property.

This easement is granted subject to the following restrictive conditions:

1. Grantee will not make any use of the easement herein granted which will be inconsistent with or interfere in any manner with Grantor's operation, maintenance, or repair of Grantor's existing installations or additional

construction and installations constructed after the grant of this easement which cross over and above the property as herein described.

2. Grantee will not use or permit to be used on said easement construction cranes or other equipment having a boom or similar attachment which may come in contact with Grantor's overhead electric lines.

3. In the event the Grantee ceases to use for purposes of the underground sewer pipeline the property described, this easement shall thereupon immediately terminate, and the Grantee will remove its installation and all associated auxiliary fixtures and restore the premises substantially to its original condition.

4. This easement is limited to the construction of the sewer pipeline along the route described herein and the installation of laterals, taps, or subfeeds from the sewer pipeline will not be made without a separate easement.


5. This easement does not preclude or prevent the Grantor from making use of, for its purposes, the land area over the sewer pipeline. The Grantee will provide protection for the sewer pipeline facility.

6. In the event it becomes necessary to relocate the sewer pipeline to accommodate Grantor's use of its property, said sewer pipeline will be relocated at no expense to the Grantor. The Grantor will provide a new, feasible location and easement to accommodate the relocation of said sewer pipeline.

7. It is also understood that Grantee will defend and indemnify and hold harmless the Grantor from and against liability, damage, loss, costs, and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities or equipment owned or controlled by Grantee and arising by reason of Grantee's use and occupation of the property pursuant to this easement.

WITNESS the hand of said Grantor this 23rd day of October, 1984.

ATTEST:


Shirley W. Ferguson
Secretary

UTAH POWER & LIGHT COMPANY

By

Robert Gordon
Vice President

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

On the 23rd day of October, 1984, personally appeared before me Robert Gordon and Thomas W. Forsgren who being by me duly sworn did say, each for himself, that he, the said Robert Gordon is the Vice President, and he, the said Thomas W. Forsgren is the Asst. Secretary of Utah Power & Light Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its Board of Directors and said Robert Gordon and Thomas W. Forsgren each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

J. Jacobs
NOTARY PUBLIC

Residing at: Tooele, Utah

My Commission Expires:

JACOBS
NOTARY
PUBLIC
10-28-85

RAH2/21

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