

10576484
12/10/2008 09:24 AM \$31.00
Book - 9664 Pg - 978-987
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: CDC, DEPUTY - WI 10 P.

WHEN RECORDED, RETURN TO:
Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder / mjw
1407 West North Temple, suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL-0554, UTSL-0705
File No. 45167, 45678, 46177, 28829, 28830
Tax ID No. 15-26-352-001, 15-35-100-007,

NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT

This Non-Exclusive Pipeline Easement Agreement ("Easement") is made this 24th day of November, 2008, by and between ROCKY MOUNTAIN POWER, a division of PacifiCorp, an Oregon corporation, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah 84116, ("Grantor") and Granter Hunter Improvement District, a political subdivision of the State of Utah ("Grantee").

RECITALS

A. Grantor owns a certain parcel of land ("Grantor's Land") 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, and other similar or related uses.

B. Grantee desires to locate and bury a certain identified Sewer Pipeline and other appurtenant structures within Grantor's land, and more particularly described in the attached exhibits", Exhibit "B", legal description, and Exhibit "B-1", exhibit for that portion of the easement over and across Tax ID. No. 15-26-352-001, Exhibit "C", legal description and Exhibit "C-1", exhibit for that portion of the easement over and across Tax ID No. 15-35-100-007, attached hereto and by this reference made a part hereof.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, Grantor hereby conveys an easement and right of way to Grantee under the following terms and conditions:

1. Grant of Easement. Grantor hereby conveys a non-exclusive, perpetual easement to Grantee for the sole purpose of constructing, operating, maintaining, repairing, inspecting and replacing one (1) eighteen-inch Sewer Pipeline and related facilities (the "Pipeline"),
2. Grantee's Use.

a. Grantee shall have a non-exclusive right to install, operate, inspect repair, replace, and maintain the Pipeline.

b. At no time shall Grantee place, 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. Grantee will not excavate, store materials or spoils within 50 feet of Grantor's existing transmission structures. Grantee shall maintain a minimum distance of 50 feet between structure(s) and transmission line conductors (wires). Grantee shall maintain a minimum distance of 35 feet from finished grade to conductors. Grantee shall maintain a minimum distance of 30 feet between approved facilities and the point where the transmission line (steel/wood pole/guy anchor/steel pole) enters the earth. Grantee shall maintain a minimum distance of 20 feet between equipment and transmission line conductors (wires). 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 material 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.

c. Grantee shall, at its own expense, promptly repair any damage to the Easement area or adjacent lands to Grantor's satisfaction caused by, or in any way arising out of, Grantee's use of the Easement, including replacing topsoil and reseeding. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

d. This Easement is limited to the construction of the identified Pipeline along the route described herein. Grantee may not install laterals, taps, or subfeeds from the Pipeline without a separate grant of easement from Grantor.

e. Grantor's maintenance and future construction of additional power lines and other facilities require the use and operation of equipment weighing 20,000 pounds per axle (including wire pullers and similar equipment weighing in excess of 100,000 pounds and cranes weighing 130,000 pounds) within the Servient Property above and over the pipeline. Granger Hunter Improvement District agrees to bury the pipeline to a depth that warrants and represents to Grantor that such depth is sufficient to protect the pipeline from Grantor's use of equipment with weights identified above.

f. At least 60 days prior to the construction of the Pipeline, Grantee shall provide a written set of construction design plans (the "Plans") to Grantor for Approval. Grantee shall not commence construction until written approval of the Plans is given by Grantor. Grantor shall have the right to deny the construction of the Pipeline, or any appurtenance that conflicts in any way with Grantor's existing or future use of the property for electric utility operations. Grantee may not make any material modifications to the Pipeline without prior written approval by Grantor.

g. Grantee is aware that power lines are or may be located within the Easement boundaries and agrees to conduct its activities in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding such power lines.

h. Any damage to Grantor's Land caused by Grantee shall, within a reasonable period of time, be repaired to its pre-construction condition and to Grantor's satisfaction. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

3. Right of Access. Grantee shall have the right of ingress and egress to and from said Easement over and across Grantor's Land at such locations as Grantor shall, from time to time designate, provided that such access does not interfere with Grantor's utility operations.

4. Grantor's Use. Grantor expressly reserves the right to use the Easement for its own business purposes, including the right to cross and re-cross the Easement with equipment, personnel, overhead or underground power lines, and access roads at any location or locations and to grant or convey additional uses of the Easement to others for any purpose not inconsistent with the rights granted hereunder. Grantee will provide adequate protection for the Pipeline for such uses.

5. Relocation. In the event the Pipeline interferes with Grantor's use of the Easement or Grantor's Land, Grantee shall relocate the pipeline to a location mutually agreeable to Grantor and Grantee, all at Grantee's sole cost and expense. Such relocation shall be completed within a reasonable time after notice by Grantor.

6. Indemnification. Grantee assumes any and all risks in the use of the Easement and agrees to release, indemnify, and hold Grantor, its officers, directors, employees, subsidiaries, and agents harmless against any and all claims, suits, loss, costs, liens, demands, damages, liability, expense, and causes of action of any kind, including the amount of any judgment, penalty, interest, court cost, or legal fee incurred by one or any of them, in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death, or damages to property, violations of environmental laws and regulations, and all other claims or demands of every character arising directly or as a direct result of Grantee's use of, or activities on or around, the Easement. This paragraph shall survive the termination of this Easement for any cause of action that accrues prior to termination.

7. Abandonment. If Grantee ceases to use the Easement for a period of one year, this Easement shall terminate thirty (30) days thereafter. Upon termination Grantee shall remove its Pipeline and restore the land as near as possible to its condition prior to Grantee's entry thereon; or, with Grantor's prior written permission, leave all or a portion of its Pipeline in place and relinquish all right, title, and interest to the Pipeline to Grantor. In the event Grantee should leave its Pipeline in place, Grantee shall nevertheless continue to indemnify Grantor as provided in paragraph above.

8. Taxes and Assessments. Grantee shall pay all taxes and assessments of any kind which shall be levied against the Easement by reason of Grantee's use or occupancy thereof, except those being contested in good faith, and shall keep the Easement free from any liens that may attach thereto by reason of Grantee's use or occupancy thereof.

9. Litigation Expense. If any suit or action arising out of or related to this Easement is brought by any 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 telecommunication 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.

IN WITNESS WHEREOF, this Easement shall be dated and effective upon the date of the last signature below:

Grantor:

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


By: 


Its: ~~Manager, Real Estate Transaction Services~~
Vice President of Engineering Services

Dated: Nov 24, 2008

Grantee:

Granger Hunter Improvement District, a political subdivision of the State of Utah

By: 

Its: 
Manager

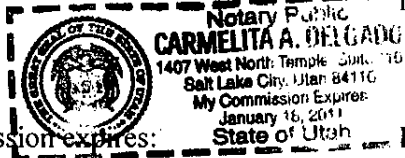
Dated: Nov. 17, 2008

ACKNOWLEDGMENT

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

On this 24th day of November, 2008, 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 Rock Mountain Power, a division of PacifiCorp, an Oregon corporation, and that the within and foregoing Sewer Pipeline Agreement was signed on behalf of Rock Mountain Power by actual authority.

[Signature]
Notary Public



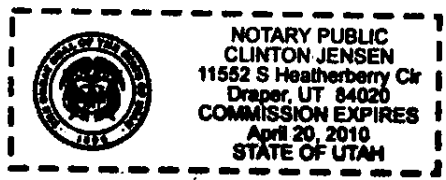
My commission expires: 1-18-2011

Residing at [Signature]

ACKNOWLEDGMENT

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

On this 17th day of November, 2008, personally appeared before me Fr. David Warr, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of Granger Hunter Improvement District, a political subdivision of the State of Utah, and that the within and foregoing Sewer Pipeline Agreement was signed on behalf of Granger Hunter Improvement District by actual authority.



[Signature]
Notary Public

My commission expires: 4/20/2010

Residing at Draper, UT

EXHIBIT "A"

15-26-352-001

Beginning at a point 850.2 feet north, and 15.3 feet west from the southwest corner of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence N.85°12'E. 155.3 feet; thence S.01°02'E. 915 feet; thence West 155 feet; thence N.01°02'W. 902 feet to point of beginning, containing 3.230 acres, more or less.

15-35-100-007

Beginning at a point S.00°02'28"E. 41.25 feet from the northeast corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence S.89°48'50"W. 0.03 feet; thence S.08°54'W. 1049.9 feet; thence S.79°03'W. 70 feet; thence S.01°57'E. 64.76 feet; thence S.19°57'E. 64.76 feet; thence N.79°03'E. 70 feet; thence S.30°48'E. 169.25 feet; thence N.89°41'40"E. 232.11 feet; thence N.30°48"W. 1792.48 feet; thence N.08°54'E. 1078.28 feet; thence S.89°38'49"W. 202.61 feet to point of beginning, containing 13.338 acres, more or less.

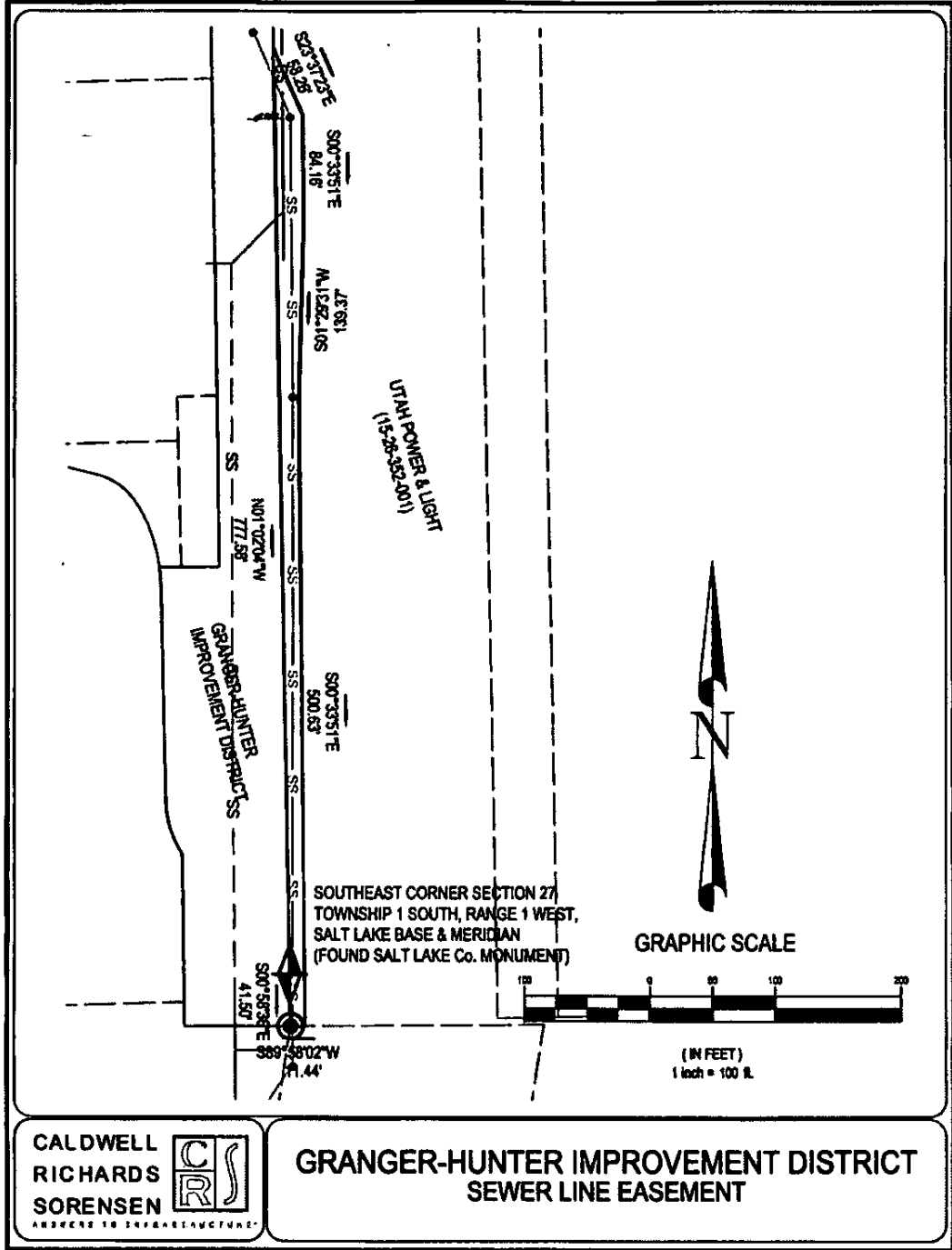
EXHIBIT "B"

15-26-352-001

An easement for a sanitary sewer pipeline over a tract of land situate in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at a point which is 41.50 feet South $00^{\circ}58'36''$ East from the southeast corner of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, thence North $01^{\circ}02'04''$ West 777.58 feet; thence South $23^{\circ}37'23''$ East 58.26 feet; thence South $00^{\circ}33'51''$ East 84.16 feet; thence South $01^{\circ}29'31''$ West 139.37 feet; Thence South $00^{\circ}33'51''$ East 500.63 feet; thence South $89^{\circ}58'02''$ West 11.44 feet to the point of beginning, containing 11,799 square feet or 0.27.

EXHIBIT "B-1"



P:\300\9664\1308\1308.dwg (AutoCAD) - 11/15/2008 10:02:58 AM, DWG

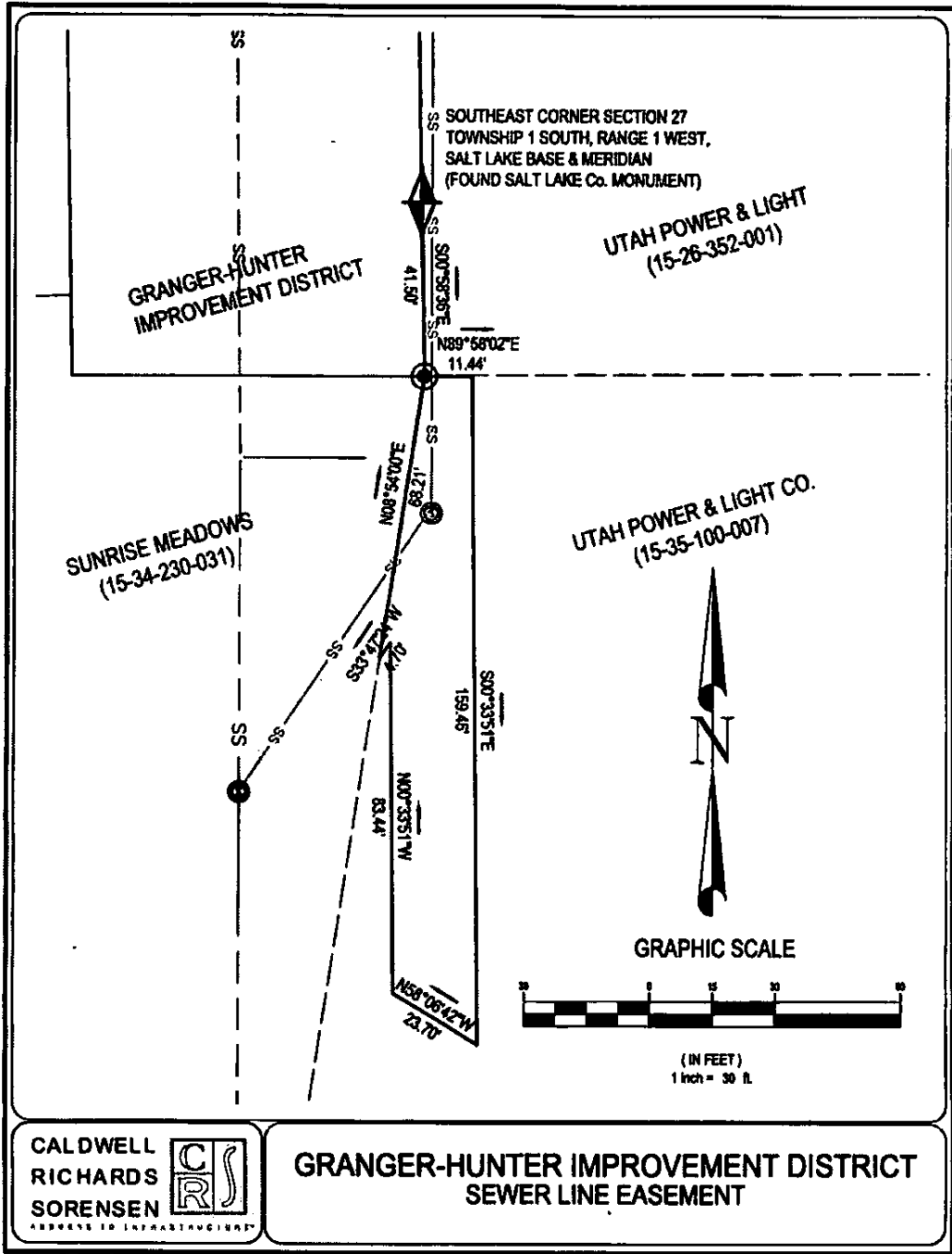
EXHIBIT "C"

15-35-100-007

An easement for a sanitary sewer pipeline over a tract of land situate in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at a point which is 41.50 feet South $00^{\circ}58'36''$ East from the southeast corner of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, thence North $89^{\circ}58'02''$ East 11.44 feet; thence South $00^{\circ}33'51''$ East 159.46 feet; thence North $58^{\circ}06'42''$ West 23.70 feet; thence North $00^{\circ}33'51''$ West 83.44 feet; Thence South $33^{\circ}47'24''$ West 4.70 feet; thence North $08^{\circ}54'00''$ East 68.21 feet to the point of beginning, containing 2,859 square feet or 0.07.

EXHIBIT "C-1"



P:\2009\09-13-2009\09-13-2009.dwg, DATEPLOT, 9/13/2009 10:13:44, 009