

When Recorded return to:
 Salt Lake City Public Utilities
 c/o Karryn Greenleaf
 1530 South West Temple
 Salt Lake City, Utah 84115
 Parcel: 22-25-251-003

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 10/18/2011 02:15 PM \$0.00
 Book - 9959 Pg - 20-24
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SL CITY PUBLIC UTILITIES
 PO BOX 145528
 SLC UT 84115
 BY: ZJM, DEPUTY - 5 P.

NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT

This Pipeline Easement Agreement ("Easement") is made this 19th day of July, 2007, by and between PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, ("Grantor") and Salt Lake City Corporation, a municipal corporation of the state of Utah, having its principal place of business at 1530 South West Temple, Salt Lake City, Utah 84155, its successors-in-interest and assigns ("Grantee").

RECITALS

A. Grantor owns a certain parcel of land ("Grantor's Land") located in Salt Lake County, Utah, which is utilized by Grantor for the use, operation, and maintenance of a Hydroelectric Power Plant and other similar or related public utility uses.

B. Grantee desires to locate and bury a certain identified water line and other appurtenant structures within Grantor's land.

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 an easement to Grantee for the sole purpose of installing and maintaining one twelve-inch Water Pipeline (the "Pipeline") over, across, through and under Grantor's land, being more particularly described as follows:

A part of the northeast quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is S0°31'13"W along the section line 1945.00 feet and West 797.50 feet from the northeast corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base & Meridian, said point also lying on the north right-of-way line of Big Cottonwood Canyon Road; thence North 125.37 feet; thence N40°29'31"W 60.28 feet; thence N9°31'59"E 66.66 feet; thence S74°49'50"E 30.53 feet; thence East 582.89 feet; thence N64°15'58"W 214.42 feet; thence West 484.55 feet; thence N71°37'57"W 85.34 feet to a the point of tangency on a 105.00 foot radius curve to the left; thence along the arc of said curve 325.45 feet through a central angle of 177°35'29" to a point of non-tangency (209.95 foot chord bears S19°34'19"W); thence S69°32'27"E 91.06 feet;

thence S42°34'21"E 73.79 feet; thence South 64.60 feet to a point on the aforementioned north right-of-way line of Big Cottonwood Canyon Road; thence S89°48'30"E along said north right-of-way line 109.53 feet to the point of beginning, containing 2.708 acres, more or less

2. Grantee's Use.

a. Grantee shall have a non-exclusive right to install, operate, repair, replace, and maintain the Pipeline. Grantee shall incase the Pipeline where it crosses over the Grantor's penstock. The casing will extend no less than twenty feet on either side of the centerline of the penstock. Grantee has the obligation to properly locate the penstock and take all precautions necessary to protect it from damage.

b. 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 compaction of any excavation, 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, which shall be paid within 30 days after notice by Grantor.

c. The Pipeline will be identified by Grantee using marker posts and signs as it enters and exits Grantor's Land, and at every change of direction. Grantee shall have the obligation of maintaining and replacing the marker posts and signs.

d. 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 conflict, in any way, with Grantor's existing penstock or future use of the property for hydroelectric operations. Grantee may not make any material modifications to the Pipeline without prior written approval by Grantor. Grantor's review and approval of the plans shall be for the sole purpose of identifying the location relative to Grantor's penstock and for its own purposes and shall not in any way relieve Grantee from any duty or obligation arising under this Easement.

e. Any damage to Grantor's Land caused directly or indirectly 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, which shall be paid within 30 days after notice by Grantor.

f. Grantee is aware that an underground penstock is located within the Easement boundaries and agrees to use all reasonable care and best construction practices to prevent any damage to the penstock and to conduct its activities in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding such penstock.

3. Right of Access. Grantee shall have a right of ingress and egress to and from the 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, penstocks, 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. 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.

6. 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 the 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.

7. 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.

8. 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.

9. Succession. This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the parties.

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

Grantor:

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

By: Roy Jewkes

Its: Manager, Hydro Production

Dated: July 19, 2007

Grantee:

Salt Lake City Corporation, a municipal corporation of the state of Utah

By: John Danner

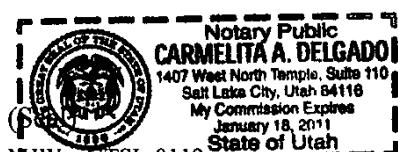
Its: Director, Public Utilities

Dated: Oct 17, 2004

ACKNOWLEDGMENTS

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

On the 19th day of July, 2007, personally appeared before me Roy A Jewkes, who being duly sworn did say that he/she is the signer of the within instrument on behalf of PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, and that the within and foregoing instrument was signed by authority of said corporation and said Manager, Hydro Production duly acknowledged to me that said corporation executed the same.



Carmelita A. Delgado
Notary Public

Salt Lake City – Water Line Easement

My commission expires:

Residing at:

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

On the 17 day of ~~July~~^{Oct 2011}, personally appeared before me Jeffrey Nermeyer, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Salt Lake City Corporation, a municipal corporation of the state of Utah, and that the within and foregoing instrument was signed by authority of said corporation and said Director of Public Utilities duly acknowledged to me that said corporation executed the same.

Karen Greenleaf
Notary Public

(Seal)

My commission expires:

Feb 1, 2014

Residing at:

Salt Lake County

