

11397139

WHEN RECORDED, RETURN TO:
Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder
1407 West North Temple, suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL-0527
File No. 44970, 44971

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05/24/2012 01:12 PM \$0.00
Book - 10020 Pg - 368-375
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
DRAPER UT 84020
BY: ZJM, DEPUTY - WI 8 P.

PARCEL I.D. # 27-24-402-003
GRANTOR: Rocky Mountain Power
Karl Malone Toyota

NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT

This Pipeline Easement Agreement ("Easement") is made this 20 day of March, 2012, by and between PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company ("Grantor") and South Valley Sewer 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 which is utilized by Grantor for the use, operation, and maintenance of large, high voltage electric transmission lines, substations, and other similar or related uses.

B. Grantee desires to locate and bury a certain identified sanitary sewer 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 a perpetual 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 constructing and maintaining one (1) eight-inch sanitary sewer line (the "Pipeline") and appurtenant structures over and across Grantor's land, as more particularly described in the attached exhibits", Exhibit "A", legal description, and Exhibit "B", exhibit, attached hereto and by this reference made a part hereof.

2. Grantee's Use.

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

b. Grantee, its successors and assigns, will not use or permit to be used on Easement Area 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 without the express written prior approval of Grantor. The storage of flammable or 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.

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 reseeded. 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. The pipeline will be identified using marker posts and signs as it enters and exits Grantor's Land, and at every change of direction.

f. Grantor's maintenance and future construction of additional power lines and other facilities require the use and operation of equipment weighing up to 50 tons. Grantee 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 identified above.

g. At least 30 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.

h. 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.

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.

7. 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, lien, 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.

8. 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.

9. 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.

10. 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.

11. 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: *[Signature]*

Its: Vice President of Engineering Services

Dated: 3-23-2012

Grantee:

South Valley Sewer District, a political subdivision of the State of Utah

By: *[Signature]*

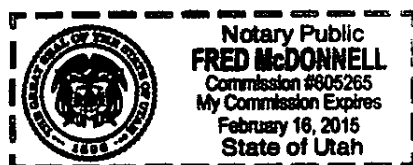
Its: General Manager

Dated: 3-20-2012

ACKNOWLEDGMENT

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

On this 23rd day of March, 2012, personally appeared before me Douglas N. Bennion, who being by me duly sworn, did say that he 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 Non-Exclusive Pipeline Easement Agreement was signed on behalf of Rock Mountain Power by actual authority.



[Signature]
Notary Public

My commission expires:

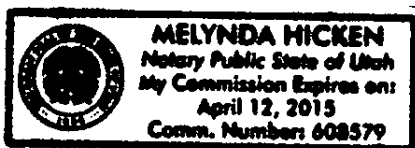
February 16, 2015

Residing at Salt Lake County

ACKNOWLEDGMENT

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

On this 20 day of March, 2012, personally appeared before me
Craig White, who being by me duly sworn, did say that he/she is the
signer of the within instrument on behalf of South Valley Sewer District, a political subdivision
of the State of Utah, and that the within and foregoing Non-Exclusive Pipeline Easement
Agreement was signed on behalf of South Valley Sewer by actual authority.



Melinda Hicken
Notary Public

My commission expires:

4-12-2015

Residing at Sandy, UT

EXHIBIT "A"

EASEMENT OVER ROCKY MOUNTAIN POWER PROPERTY

A 20.0 foot wide easement for Sanitary Sewerline facilities being 10.0 feet each side of the following described centerline:

A part of the Southeast Quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Easterly Line of Grantor's Property located 886.68 feet South 89°46'13" East along the Quarter Section Line; and 890.24 feet South 0°13'47" West from the Center of said Section 24; and running thence South 72°39'38" West 185.91 feet to the Westerly Line of Grantor's Property and the endpoint of this easement Centerline.

Note:

The sidelines of the above described easement are to be lengthened or shortened to exactly match grantor's property lines.

Contains 3,718 sq. ft. or 0.0854 Acres

EXHIBIT “B”

See attached Exhibit “B”

EXHIBIT B

