

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

79242UT

Easement

Parcel No. I15-6:12:E
Project No. HPP-I15-6(165)260
Tax ID No. 23-030-0010
CID No. 52299
PIN No. 5504

INTERMOUNTAIN POWER AGENCY, a political subdivision of the State of Utah, Grantor, hereby grants to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of TEN Dollars, and other good and valuable considerations, the following described parcel of land (the "Easement Area") in Utah County, State of Utah to-wit:

A nonexclusive perpetual easement for construction, repair, and maintenance of existing public utilities; Matson Springs Irrigation, Springville Electric, and Springville Water Lines; and for maintenance and construction access of the State's retaining wall and structure located in the State Right of Way (collectively, the "Facilities"), upon a parcel of land in fee, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point 876.43 feet North and 400.37 feet West from the Southeast corner of said SECTION 31: and running thence S00°12'21"E 15 feet; thence N89°39'43"W 172.26 feet; thence N00°20'00"E 15 feet; thence S89°39'43"E 172.12 feet to the point of beginning. Said tract of land containing 2,583 sq. ft. or 0.059 acre.

Grantee shall, at Grantee's sole cost and expense, promptly replace, repair and return to their prior condition any surface improvements disturbed during the course of the use, repair, maintenance, replacement or construction of the Facilities or in the exercise of any of Grantee's rights hereunder. Although the easement is nonexclusive, Grantor's use of the Easement Area or subsequent granting of other easements shall not unreasonably interfere with Grantee's use of the Easement Area.

Each party shall indemnify, defend and hold the other party harmless from and against any loss, cost, damage or expense, including claims for death or injury to persons or damage to

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16120.002/4812-9382-6050.4

property, and including without limitation attorneys' fees and court costs, which may arise out of or in connection with or by reason of the use of the Easement Area by the indemnifying party and its respective agents and/or employees. Neither party waives any of the defenses available in the Governmental Immunity Act.

If Grantor or Grantee shall bring any action for any relief against the other arising out of this Easement, the non-prevailing party shall pay the prevailing party a reasonable sum for attorneys' fees and costs of collection.

This Easement shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of ~~March~~ 23rd, 2009.

~~Nov~~

GRANTEE:

GRANTOR:

UTAH DEPARTMENT OF
TRANSPORTATION


INTERMOUNTAIN POWER AGENCY, a
political subdivision of the State of Utah

By: [Signature]
Name: Lyle D. McMillan
Its: Director, Right of Way

By: [Signature]
Name: James A. Hewlett
Its: General Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 20 day of March, 2009, by JAMES A. HEWLETT, the General Manager of INTERMOUNTAIN POWER AGENCY.

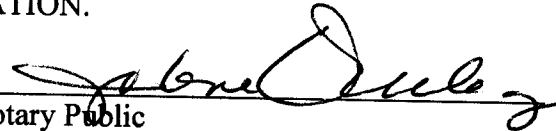
(Seal) 
My Commission Expires: 9-1-2011

Krista R Paull
Notary Public
Residing at: 5161 So. 1130 W.
Taylorsville, UT 84123

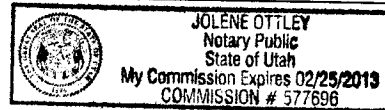
STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 10th day of MARCH, ~~2009~~, by LYLE D McMILLAN the DIRECTOR of UTAH DEPARTMENT OF TRANSPORTATION.

(Seal)


Notary Public
Residing at: _____

My Commission Expires: 2/25/2013


JOLENE OTTLEY
Notary Public
State of Utah
My Commission Expires 02/25/2013
COMMISSION # 577696

Prepared by: S.G.C. 4/1/08 (Caldwell Richards Sorenson)

COMPANY RW-09C (12-01-03)