

3766555

EASEMENT

UTAH POWER & LIGHT COMPANY, a corporation doing business in the State of Utah, GRANTOR, does hereby grant and convey to MIDVALE CITY, a Municipal Corporation, an undivided 7.8%; WEST JORDAN CITY, a Municipal Corporation, an undivided 29.4%; SALT LAKE CITY SUBURBAN SANITARY DISTRICT NO. 2, a governmental entity, an undivided 11.8%; SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a governmental entity, an undivided 31.4%; and SANDY SUBURBAN IMPROVEMENT DISTRICT, a governmental entity, an undivided 19.6%, as GRANTEES, their successors and assigns, perpetual rights of way and easements to lay, maintain, operate, repair, inspect, protect, install, remove, and replace sewer pipelines, valves, valve boxes, meter boxes, meter facilities, and other sewage transmission, metering and distribution and treatment structures and facilities hereinafter called "Facilities," said rights of way and easements being situate in Salt Lake County, State of Utah, as follows:

(1) Over and through a parcel of Grantor's land lying within a strip seventy feet (70') wide lying easterly adjacent and parallel to the following described line:

Beginning at a point on the Westerly line of Utah Power & Light Company easement, said point being 1111.99 feet South and 1881.33 feet East more or less from the West Quarter Corner of Section 26, T. 2 S., R. 1 W., Salt Lake Base and Meridian, and running thence N. 3° 36' E. 1416.90 feet more or less to the North line of the South Valley Water Reclamation Facility.

(2) Also over and through a strip of land eighty feet (80') wide lying forty feet (40') on each side of, adjacent and parallel to the following described line:

Beginning at a point on the Easterly line of Utah Power & Light Company easement, said point being 2142.33 feet East and 148.74 feet South more or less from the West Quarter Corner of Section 26, T. 2 S., R. 1 W., Salt Lake Base and Meridian and running thence N. 86° 24' W. 130 feet to a point on the Easterly line of easement (1) described above.

(3) Also over and through a parcel of the Grantor's land more particularly described as follows:

Beginning at a point that is 2151.27 feet North and 2010.68 feet East from the Southwest Corner of Section 26, T. 2 S., R. 1 W., Salt Lake Base and Meridian and running thence N. 86° 24' W. 20 feet more or less to the Easterly line of easement (1) described above, thence S. 3° 36' W. 90 feet, thence S. 86° 24' E. 20 feet; thence N. 3° 36' E. 90 feet more or less to the point of beginning.

BOOK 5442 PAGE 1174

(4) Also over and through a parcel of the Grantor's land more particularly described as follows:

Beginning at a point 5128.51 feet North and 2273.65 feet East from the Southwest Corner of Section 26, T.2 S., R.1 W., Salt Lake Base and Meridian and running thence West 15 feet; thence North 120 feet; thence East 50 feet more or less to the West line of the Jordan River, thence Southerly along said West line of river to a point due East of point of beginning, thence West 40 feet more or less to the point of beginning.

This easement is granted subject to the following restrictive conditions.

1. Grantees 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 crosses over and above property herein described.

2. In the event the Grantees cease to use for purposes of the Facilities the property described, this easement shall thereupon immediately terminate, and the Grantees will remove and restore its installation and all associated auxiliary fixtures.

3. This easement is limited to the construction of the Facilities along the routes described herein and the installation of laterals, taps, or subfeeds from the Facilities will not be made without a separate easement.

4. This easement does not preclude or prevent the Grantor from making use of, for its purposes, the land area over the Facilities. The Grantees will provide protection for the Facilities.

5. In the event it becomes necessary to relocate the Facilities to provide for the Grantor's use, said Facilities will be relocated at no expense to the Grantor. The Grantor will provide a new, feasible location and easement to accommodate for relocating the Facilities.

6. The Grantees herewith agree in consideration of the grant of the easement herein to indemnify and hold harmless Utah Power & Light Company for many and all damages or claims arising out of the use of the easement by Grantees including any claims arising out of damages caused by electricity from accidental contact with such lines by construction workers or maintenance workers. This indemnity specifically includes indemnification against loss by a third party for any ordinary negligence of Utah Power & Light Company arising out of the use of the easement by Grantees.

TO HAVE AND TO HOLD the same unto said Grantees, their successors and assigns, so long as such Facilities shall be maintained or necessary with right of ingress and egress in said.

Grantees, their officers, employees, agents, representatives or assigns to enter upon the above-described properties with such equipment as Grantees shall deem necessary to install, maintain, operate, repair, inspect, protect, monitor, remove and replace said Facilities. During construction periods, Grantees and their agents and representatives may enter upon and utilize temporarily those areas adjacent to the properties described hereinabove but limited to the boundaries of the Grantor's adjacent property or easements. Grantees agree that they will require any contractor or other person having a contract with or employed by them to install the sewage pipelines, or other sewage transmission or treatment facilities in such a manner so as to maintain a six foot (6') minimum clearance between the lowest conductors on the Grantor's power lines and the maximum vertical reach of those equipment booms operated by the contractor. Grantees further agree that Grantor shall have the right to any use of those lands and easements described hereinabove where not inconsistent with the rights of way hereby granted to the Grantees. Grantees further agree to indemnify and hold Grantor harmless from any loss, damage, or liability in any manner caused by the construction, reconstruction, operation, repair, replacement or maintenance of the sewer pipelines, metering and sewage treatment structures and Facilities and any appurtenant structures thereto by Grantees over, under or through the rights of way and easements herein granted. This right of way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this right of way and easement agreement by and through its duly authorized representative as of this 25 th day of February, 1983.

UTAH POWER & LIGHT COMPANY

Approved As  
To Description  
*[Signature]*

By *[Signature]*  
Vice President

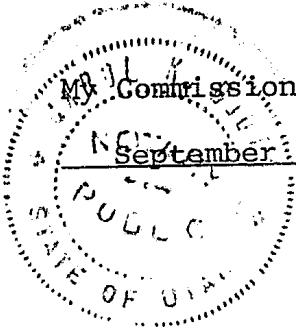
UTAH POWER & LIGHT COMPANY  
ATTEST:  
*[Signature]*  
~~Assistant~~ Secretary

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

On the 25th day of February, 1983, personally appeared before me E. N. Davis, who being by me duly sworn,

did say that he is a Vice President of Utah Power & Light Company, a Utah Corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said F. N. Davis duly acknowledged to me that said corporation executed the same.

Carol K. Booth  
Notary Public



My Commission Expires:  
September 25, 1985

Residing in: Salt Lake County, Utah

*No Fee*

APR 7 3 51 PM '83  
RECORDED  
\$ \_\_\_\_\_  
*Michael J. [unclear]*

KATE L. [unclear]  
RECORDING  
SALT LAKE COUNTY  
UTAH

*Signature Fee  
of registration type*

*9 Exchange Place  
Suite 100  
SCE UT 84111*

BOOK 5442 PAGE 1177