

WHEN RECORDED, PLEASE MAIL TO:  
Salt Lake County Water Conservancy District  
Attn: Dale P. Gardiner  
P. O. Box 70  
West Jordan, Utah 84084-0070

109541

5505341

18 MAY 93 11:42 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO WATER CONSERVANCY DIST  
REC BY: EVELYN FROGGET, DEPUTY

**EASEMENT**

5E05341  
Pacificorp an Oregon corporation doing business as Utah Power & Light Company, with its principal office at 1407 West North Temple, Salt Lake City, Utah, Grantor, hereby conveys to Salt Lake County Water Conservancy District, 8215 South 1300 West, West Jordan, Utah 84084, a body politic of the State of Utah, Grantee, for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, an easement and right-of-way for the construction, operation, maintenance, repair and ultimate replacement of a water line and appurtenant facilities on, over, across and through Grantor's land located in Salt Lake County, State of Utah, and more particularly described as follows:

A permanent 20 foot wide water transmission line easement, situated in the Northwest Quarter of Section 24, Township 3 South, Range 2 West SLB&M, within Grantor's land (Sidwell #26-34-300-004 AND 26-34-300-005) 20 feet on the east side of the following described western boundary line:

Beginning at a point on the section line South 0°11'37" West 1202 feet more or less from the Northwest Corner of Section 24; running thence South 0°11'37" West 229.93 feet along the section line. The area contained within the described permanent easement is 4599 square feet (0.1056 acre).

Also, a 30 foot wide temporary easement for the construction of the water transmission line and appurtenant facilities, situated adjacent to the permanent easement within the Grantor's land 30 feet on the east side of the following described western boundary line:

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Beginning at a point which is South 0°11'37" West 1202 feet more or less and South 37°27' East 32.89 feet more or less from the Northwest corner of Section 24; running thence South 0°11'37" West 229.93 feet parallel to the section line. The area within the described temporary easement is 6898 square feet (0.1584 acres)

This easement is granted subject to the following restrictive conditions:

1. Grantor shall retain the right to make reasonable use of the easement area described above; provided however, that Grantor's use of this area shall not unreasonably interfere with Grantee's pipeline facilities, nor shall Grantor construct or maintain permanent structures or improvements within the easement area, nor shall Grantor obstruct or hinder Grantee's right of access to the easement area for the operation, maintenance, repair and replacement of its pipeline facility. The Grantee agrees to pay the cost of relocating Grantor's existing facilities if necessary for the construction of the Grantee's pipeline facilities.

2. After the pipeline has been constructed, and placed in active operation, the non-use of the pipeline for the purposes for which was originally constructed continuing at any time for a period of one year shall constitute an abandonment of the easement conveyed herein. In that event, Grantor shall have the right to terminate this easement agreement at any time by giving thirty (30) days written notice to Grantee of its intention to terminate the same. At the expiration of the thirty (30) day notice period, the right-of-way and easement provided herein shall terminate and be at an end. Grantee shall have thirty (30) days thereafter within which to remove its pipeline and other items of personal property

from Grantor's property, and Grantee shall, to the extent practicable, restore Grantor's land to its original condition, and at Grantee's sole expense.

3. This easement is limited to the construction of a water pipeline of 20 inches in diameter, and necessary connections to an existing 24-inch water pipeline. No other lines, service laterals or other facilities shall be attached onto this pipeline within this easement with Grantee first obtaining the express written approval and an additional easement from Grantor.

4. In the event Grantor requires Grantee to relocate its water pipeline and appurtenant facilities, Grantor shall provide Grantee with a suitable new easement at Grantor's expense, and Grantor shall pay all costs reasonably incurred by Grantee in the relocation of Grantee's pipeline and appurtenant facilities. In the event Grantee desires to relocate the pipeline and facilities for its own purposes, Grantee shall pay all costs incurred in doing so, including the cost of the acquisition of a new easement, and Grantee shall restore the above described easement area as nearly as practicable to its original condition.

5. Grantee hereby agrees to indemnify and save Grantor harmless from any and all losses, damages, expenses, liens and liabilities, resulting from the negligent acts and omissions and other violations of law committed by Grantee and its agents and employees, arising out of or in any way connected with the construction, operation, maintenance, repair and replacement of Grantee's water line and appurtenant facilities.

6. This easement and the restrictions upon said easement enumerated herein shall be binding upon and inure to the benefit of the successors, assigns and contractors of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this easement agreement by and through its duly authorized representatives this 29<sup>th</sup> day of April, 1993.

GRANTOR:  
PACIFICORP, dba  
UTAH POWER & LIGHT COMPANY

By: John E. Mooney  
Its: Vice President

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

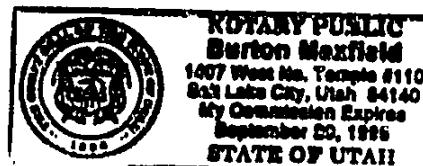
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 1993 by John E. Mooney the Vice-President of Pacificorp dba Utah Power and Light Company.

Burton Maxfield  
NOTARY PUBLIC

Residing in Salt Lake County

My Commission expires:

Sept. 20, 1996



BK 6664 PG 2439