



WHEN RECORDED MAIL TO:
Metropolitan Water District
of Salt Lake & Sandy
3430 East Danish Road
Sandy, UT 84093
Attn: Robyn Clayton

9320546
03/11/2005 12:59 PM \$0.00
Book - 9104 Pg - 3715-3720
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METROPOLITAN WATER DIST OF SL + Sandy
NELLS FARGO PLAZA
170 S MAIN STE. 550
SALT LAKE CITY, UT 84101
PARCEL ID # 28-22-301-004
BY: SBM, DEPUTY - WI & P. 6p.
SBM
POMA # 091

3430 E. Danish Rd.
Sandy, UT 84093

NON-EXCLUSIVE PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT

SANDY CITY CORPORATION, a Utah municipal corporation Grantor, hereby grant[s] and convey[s], to the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a special district organized under the laws of the State of Utah, Grantee, for the sum of ten dollars and other valuable consideration, a perpetual non-exclusive right-of-way and easement to locate, survey a route, conduct environmental and cultural surveys, construct, trench, maintain, protect, inspect, operate, maintain, repair, replace and enlarge a 60-inch (approximate) diameter water pipeline and associated communication lines and water system facilities and equipment (collectively referred to as the "Pipeline") over, under and through land situated in Salt Lake County, State of Utah, more particularly described as follows:

See Exhibit "1"

hereinafter the "Easement Property." This right-of-way and easement shall carry with it the right of vehicular and pedestrian ingress and egress to and from, and access on and along the Easement Property, with the right to use existing and future roads and trails, for the purposes of constructing, inspecting, repairing, protecting and maintaining the Pipeline and the removal or replacement of same at will, either in whole or in part, and the replacement of the Pipeline with either like or different sized facilities.

This Agreement and the easement and right-of-way granted hereby are subject to the following terms and conditions:

1. Grantee may place in the Easement Property such air vents and valves, water vents, blow-offs, other valves, cathodic protection facilities and other structures it deems necessary for the normal operation and maintenance of the Pipeline.
2. Following the completion of any construction, repair or replacement of the Pipeline, Grantor's land shall be returned to a reasonable condition taking into account the nature of Grantee's use of the Easement Property and the restrictions and limitations placed on Grantor's use of the Easement Property by this Agreement.
3. Grantee shall have the right to cut, damage or remove trees, vegetation, landscaping and other improvements from the Easement Property as necessary during the construction, maintenance, repair or replacement of the Pipeline and the other improvements related to the

Pipeline. Part of the consideration paid to Grantor under this Agreement constitutes full payment by Grantee for all such trees, vegetation, landscaping or improvements cut, damaged or removed.

4. Grantor hereby reserves its own and other uses of the Easement Property, provided that such uses shall not interfere with the Pipeline or the other purposes for which this easement and right-of-way are granted. In allowing other uses of the Easement Property, Grantor shall comply with such safety and encroachment specifications as are standard practice for large culinary water pipelines, or as may be required by applicable laws and regulations. In addition, Grantor agrees:

a. crossing utilities shall maintain a vertical offset of not less than an 18 inches from the outside wall of the Pipeline;

b. angles of crossing utilities shall be 90 degrees in relation to the Pipeline whenever practicable, and not less than 60 degrees, unless otherwise approved in writing by Grantee;

c. parallel utilities shall maintain a horizontal offset of not less than 15 feet from the centerline of the Pipeline;

d. no rail lines, overhead high voltage power lines or metallic gas mains protected by impressed current shall be permitted in the Easement Property, except at street crossings; and

e. Grantor shall notify Grantee of any additional easements, licenses or rights-of-way granted within the Easement Property and shall require the holders of such easements, licenses or rights-of-way to consult and cooperate with Grantee in the location, maintenance and operation of their facilities.

5. Grantor further agrees that:

a. Grantor shall not build, install, allow or otherwise place upon the Easement Property within fifteen feet of the centerline of the Pipeline (i) any permanent structure, including but not limited to buildings or masonry fences, or (ii) any structure which interferes with, or renders more difficult or expensive Grantee's use of the easement and right-of-way granted under this Agreement. Upon demand of Grantee, Grantor shall remove any prohibited structure immediately from the Easement Property.

b. Sub-paragraph a., above, notwithstanding, Grantor shall be entitled to construct a pump station and related facilities on any portion of the Easement Property, provided that such structure or facilities do not unreasonably encroach upon or interfere with Grantee's access to the Pipeline.

c. Grantor shall not plant trees within the Easement Property within fifteen feet of the centerline of the Pipeline, and shall not plant shrubs with root zones that would contact or interfere with the Pipeline;

d. Grantor shall not remove cover or materials from, or place fill or materials within, the Easement Property within fifteen feet of the centerline of the Pipeline without the prior written consent of Grantee;

e. Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar non-permanent improvements, but only

upon the prior written consent of Grantee, which consent may not be unreasonably withheld, and upon such terms as Grantee may reasonably require.

6. Grantee may assign this Agreement, any of its rights under this Agreement, and the rights-of-way and/or easements granted it by this Agreement.

7. Grantor warrants there are no unrecorded liens, encumbrances, contracts or leases which burden, claim an interest in, are secured by, or otherwise affect the interests and/or rights granted by this Agreement to Grantee in the Easement Property.

8. This Agreement anticipates use of the Easement Property by Grantee for the Pipeline and for services it deems appropriate for the installation and operation of the Pipeline. In addition, Grantee is hereby given the right to use the Easement Property for additional water pipelines, utility lines, communications lines, and similar uses that do not materially increase the burden on Grantor's remaining property.

9. Grantee may at any time permanently abandon this easement and right-of-way and at its discretion may remove or abandon in place improvements constructed thereon. Upon such abandonment action, Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this easement and right-of-way and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

10. This Agreement may be amended only by written instrument executed by all parties.

11. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

12. This Agreement, including any exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

13. By accepting and recording this Agreement, Grantee agrees to be bound by its terms.

Executed this 8 day of March, 2005

GRANTOR:

SANDY CITY CORPORATION

By *Tom Dolan*
Tom Dolan, Mayor



ATTEST:

Dianne Audrey
City Recorder

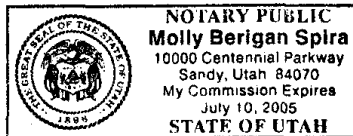
STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

Tom Dolan, Mayor of Sandy City appeared before me was before me this *8th* day of *March*, 20*05* and acknowledged that he executed the foregoing instrument pursuant to a Resolution duly adopted by the Sandy City Council.

Molly Berigan Spira
NOTARY PUBLIC

Residing in *Sandy, Utah*

Commission expires: *July 10, 2005*



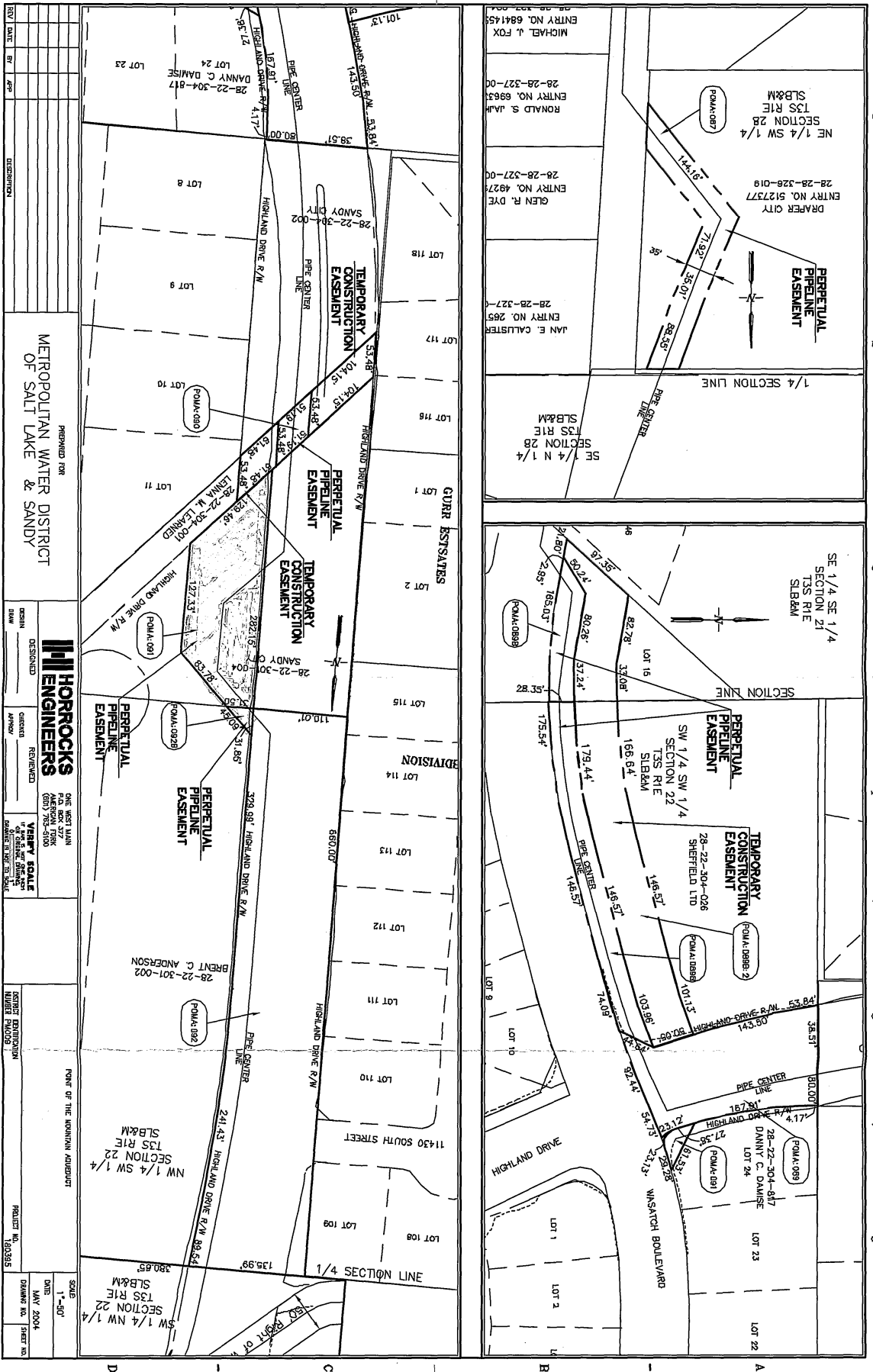
3/3/05 mbs
SANDY CITY APPROVALS
Department *[Signature]*
Risk Mgt. *[Signature]*
Budget *[Signature]*
Legal Form *[Signature]*
Purchase *[Signature]*

Exhibit "1"

A parcel of land located in the NW ¼ of the SW ¼ of Section 22, Township 3 South, Range 1 East, S.L.B.&M., Salt Lake County, Utah, more particularly described as follows:

Beginning at the intersection of the northerly boundary line of said parcel of land and the easterly highway right of way line of the proposed Highland Drive, said point being 330.00 feet S.89°40'41"E. along the quarter section line and 660.00 feet S.00°25'59"E. and 109.99 feet S.89°40'41"E., more or less, from the West Quarter corner of said Section 22; and running thence S.89°40'41"E. 31.50 feet along said northerly boundary line; thence S.44°44'52"E. 83.78 feet; thence S.0°15'08"W. 127.33 feet to the southerly boundary line of said parcel; thence S.42°42'00"W. 129.46 feet to the easterly highway right of way line of the proposed Highland Drive; thence N.0°25'54"W. 282.15 feet along said highway right of way line to the point of beginning. The above described perpetual easement contains 19196 square feet, or 0.440 acres in area.

(Note: Rotate all bearings in the above description 0°15'08" counter-clockwise to equal project bearings)



REV	DATE	BY	APP	DESCRIPTION

PREPARED FOR
**METROPOLITAN WATER DISTRICT
 OF SALT LAKE & SANDY**

HORROCKS ENGINEERS
 1111 SOUTH MAIN
 P.O. BOX 377
 SALT LAKE CITY, UT 84143
 (801) 464-1111

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

ONE WEST MAIN
 P.O. BOX 377
 SALT LAKE CITY, UT 84143
 (801) 464-1111

SCALE	DATE	DRAWING NO.	SHEET NO.
1"=50'	MAY 2004		