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Book - 9109 Pg - 5935-5940

GARY W. OTT

Return to:

Qwest Corporation

1425 W. 3100 South

West Valley, UT 84119

RECORDER, SALT LAKE COUNTY, UTAH

QWEST

1425 W 3100 S

SLC UT 84119

BY: ZJM, DEPUTY - WI 6 P.

RW# 05-069-01UT

JOB# 426B722

LINE LOCATION and USE AGREEMENT AND NON EXCLUSIVE EASEMENT

This Line Location and Use Agreement is entered into this 15th day of March, 2005 by and between the South Jordan Canal Company, a non-profit corporation of Utah (the "Canal Company") with an address of 11515 South 1300 West, South Jordan, Utah, 84095, and Qwest Corporation, with an office located at 1425 W. 3100 South, West Valley, Utah, 84119.

RECITALS

A. The Canal Company is the fee simple owner of real property commonly known as the South Jordan Canal (the "Property") situated in Salt Lake County, State of Utah, a portion of which is located in the following described tract of land, to-wit: The Southeast Quarter, of Section 28, Township 2 South, Range 1 West, S.L.B.&M., West.

More Particularly described as follows:

An easement 10.00 feet in width, the North line being described as follows:

Beginning at a point on the northerly road right-of-way line of 7600 South Street, said point being East 37.86 feet, more or less, from the southeast corner of Lot C-2, Magic Valley No. 1 Subdivision, situate in the Southeast Quarter of Section 28, Township 2 South, Range 1 West, S.L.B.&M.; thence East 66.00 feet across the South Jordan Canal Right-of-Way, to end.

As shown in Exhibit A attached hereto and made a part hereof.

B. Qwest Corporation Desires to obtain an easement over, under and across the real property described above for the construction, operation and maintenance of its 4" HDPE Pipe, 1-1/4" innerduct and 600 pair cable subject to the terms set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, IN EXCHANGE OF THE MUTUAL PROMISES CONTAINED HEREIN AND FOR THE SUM OF **FIVE HUNDRED DOLLARS (\$500.00)**, AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, THE Canal Company does hereby grant to Qwest Corporation, its successor and assigns, a non-exclusive easement over, under and through the Property subject to and in accordance with the following items and conditions:

1. The purpose of this agreement is to allow Qwest Corporation, to construct, reconstruct, operate, maintain, repair, replace and remove Qwest Corporation facilities, and all necessary or desirable accessories and appurtenances there to, under the surface of the Property, together and right of access thereto from the above described lands of Grantor for all activities in connection with the purposes for which this easement has been granted.

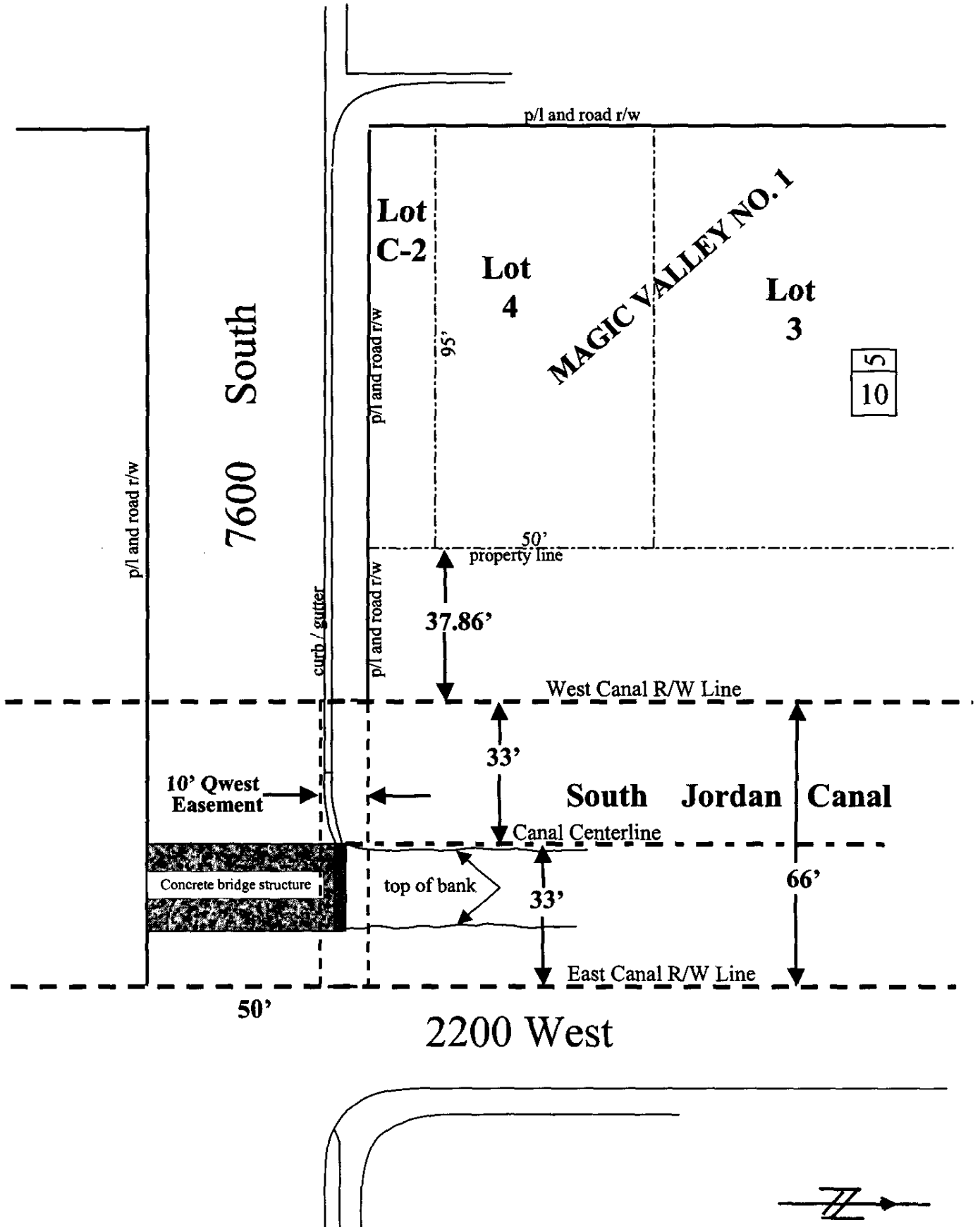
2. **Qwest Corporation** Agrees to submit drawings, construction methods, and specifications to the Board of the Canal Company for its approval prior to the commencement of any construction activities which approval shall not be unreasonably withheld, conditioned, or delayed.
3. Contractors working on the installation project shall have a minimum of One Million Dollars liability insurance for project and workmen compensation insurance as required by the State of Utah.
4. **Qwest Corporation**, its successors and assigns have the sole and continuing responsibility to protect against any obstruction in the flow of canal waters across or through the above-described property directly or indirectly caused by **Qwest Corporation or its agents.**
Qwest Corporation shall protect and hold harmless the Canal Company from any loss, damage or cause of action of any person whomsoever occasioned by any such obstruction and or construction caused directly or indirectly by **Qwest Corporation or its agents** in the flow of canal waters.
5. **Qwest Corporation**, its successors and assigns agree any excavation activities must be commenced and completed during periods of October 15th through April 1st unless written permission is obtained from the President of Canal Company except in cases requiring emergency repair to correct any situation deemed to be hazardous to the general public, in which case **Qwest Corporation**, shall have the right to perform such repairs and shall inform the Canal Company within 8 hours of the commencement of such emergency repairs.
6. **Qwest Corporation**, shall have the right and obligation to remove or trim all brush, trees and other vegetation that may impede its use of and access to its facilities and the Canal Company agrees not to plant any trees or other vegetation that in the opinion of **Qwest Corporation** will cause a threat of harm to its facilities or access thereto.
7. The Canal Company and **Qwest Corporation** each agree that should default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs, expenses, including reasonable attorney's fee which may arise or accrue from enforcing the Agreement, or in pursuing any remedy provided hereunder or by statutes of the State of Utah whether such remedy is pursued by filing suit or otherwise.
8. The address of each party to this agreement is as follows:
- 9.

South Jordan Canal Company
11515 South 1300 West
South Jordan, Utah 84095

Qwest Corporation
1425 West 3100 South
West Valley, Utah 84119

EXHIBIT 'A'

S.W. 1/4, SECTION 27, TOWNSHIP 2 SOUTH, RANGE 1 WEST, S.L.B.M.



REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah)

)ss.

County of Salt Lake)

This instrument was acknowledged before me on this 15 day of March ~~2004~~, 05

Personally appeared before me Larry Jacobson, as **PRESIDENT**

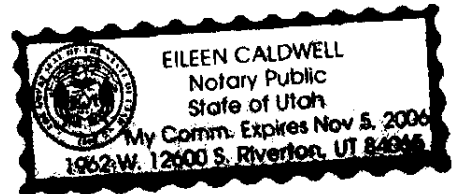
Of **SOUTH JORDAN CANAL COMPANY**, and who by duly affirmed, did say that he/she is the

President Of, **SOUTH JORDAN CANAL COMPANY**, and that said

Document was signed in behalf of **SOUTH JORDAN CANAL COMPANY** by authority,

SOUTH JORDAN CANAL COMPANY executed the same.

Larry Jacobson
Eileen Caldwell
Notary Public Eileen Caldwell
My commission expires: 11/5/06



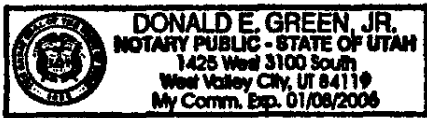
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah)
)ss.
County of Salt Lake)

This instrument was acknowledged before me on this 15 day of MARCH 2004, 05

Personally appeared before me Ralph Vigil (Ralph Vigil), as SR. DESIGN ENG. / DELEGATE AUTHORITY

Of QUEST CORPORATION, and who by duly affirmed, did say that he/she is the SR. DESIGN ENG. / DELEGATE AUTHORITY of QUEST CORPORATION, and that said document was signed in behalf of QUEST CORPORATION by authority QUEST CORPORATION executed.



Ralph Vigil
Notary Public Donald E. Green Jr.
My commission expires: 1-8-06

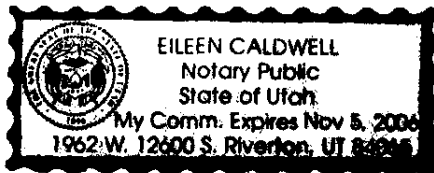
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah)
) ss.
County of Salt Lake)

This instrument was acknowledged before me on this 15 day of MARCH 2004, 05

Personally appeared before me L. LeRoy Withers, as Vice Pres.

Of **SOUTH JORDAN CANAL COMPANY**, and who by duly affirmed, did say that he/she is the Vice Pres. Of, **SOUTH JORDAN CANAL COMPANY**, and that said Document was signed in behalf of **SOUTH JORDAN CANAL COMPANY** by authority, **SOUTH JORDAN CANAL COMPANY** executed the same.



L. LeRoy Withers
Notary Public Eileen Caldwell
My commission expires: 11/5/06

RIGHT-OF-WAY NO. DE-069-0151

JOB NO. 4268722

EXCHANGE MIDVALE

