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NO FEE

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WHEN RECORDED, RETURN TO:

Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder/Mike Wolf
1407 West North Temple, suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL-0760
File No. 48080

11909427
09/08/2014 11:52 AM \$0.00
Book - 10258 Pg - 5282-5288
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DRAPER CITY
ANGIE OLSEN
1020 E PIONEER RD
DRAPER UT 84020
BY: TRA, DEPUTY - MA 7 P.

Tax ID No. 33-01-200-004

NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT

This Non-Exclusive Pipeline Easement Agreement ("Easement") is made this 22 day of August, 2014, by and between PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, whose principal office is located at 1407 West North Temple, Salt Lake City, Utah 84116, ("Grantor") and DRAPER CITY, a municipal corporation of the State of Utah, whose principal address is 1020 East Pioneer Road, Draper, Utah 84020 ("Grantee").

RECITALS

A. Grantor owns a certain parcel of land ("Grantor's Land") located in Salt Lake County and more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof, which land is utilized by Grantor for the use, operation, and maintenance of large, high voltage electric transmission lines, substations, and other similar or related uses.

B. Grantee desires to locate and bury a certain identified Storm Drain Pipeline and other appurtenant structures within Grantor's land.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, Grantor hereby conveys an easement and right of way to Grantee under the following terms and conditions:

1. Grant of Easement. Grantor hereby conveys a non-exclusive, perpetual easement to Grantee for the sole purpose of constructing, operating, maintaining, repairing, inspecting and replacing one (1) thirty-inch Storm Drain Pipeline and related facilities (the "Pipeline"), over and through Grantor's land as more particularly described as follows:

A Storm Drain Easement located in the North half of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, more particularly described as follows:

-544
-545

Beginning at a point on the East Line of Utah Power & Light Parcel No 33-01 200-045, said point being N35°30'08"E 425.38 feet from the Southeast corner of said Parcel No 33 01-200-045, and running thence N00°49'44"E 194.95 feet; thence N23°51'53"E 33.49 feet; thence N03°18'35"W 26.38 feet to a Utah Department of Transportation road corridor for Bangerter Hwy; thence running along said corridor N85°02'56"E 15.01 feet; thence S03°18'35"E 30.43; thence S23°51'53"W 34.05 feet; thence S00°49' 44"W 170.21 feet to a point on the East line of said Parcel 33-01-200-045, and running along said line S35°30'09"W 26.37 feet to the point of beginning. Contains 0.084 Acres or 3,671.3 square feet, more or less

2. **Grant of Temporary Easement.** Grantor additionally conveys to Grantee a temporary construction easement along and adjacent to said easement as may be reasonable necessary in connection with the construction or repair of said Pipeline. Grantee shall instruct its contractor's, agents and employees performing the work to notify Rocky Mountain Power prior to any activity on Grantor's property. Grantee shall take all necessary steps to ensure the contractor performing the work is aware of Grantor's facilities, i.e. overhead and underground power lines and grounding grid which extends outside Grantor's substation fence approximately five feet (5), more or less. The temporary construction easement shall terminate upon completion of the construction of the project or the expiration of three (3) years after execution of this Easement, whichever occurs first.

3. **Grantee's Use.**

a. Grantee shall have a non-exclusive right to install, operate, inspect repair, replace, and maintain the Pipeline.

b. Grantee, its successors and assigns, will not use or permit to be used on Easement Area construction cranes or other equipment that violate OSHA and Utah High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the Easement Area. Grantee will not excavate within 50 feet of Grantor's transmission structures without the express written prior approval of Grantor. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the Easement Area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the Easement Area shall comply with OSHA and Utah High Voltage Act Safety Clearance Standards.

c. This Easement is granted subject to all easements and encumbrances of record as of the date hereof. Grantee has notice that there may be existing easements upon Grantor's Land, including but not limited to water lines, communication lines and power lines.

d. This Easement is limited to the construction of the identified Pipeline along the route described herein. Grantee may not install laterals, taps, or subfeeds from the Pipeline without a separate grant of easement from Grantor.

e. Grantor's maintenance and future construction of additional power lines and other facilities require the use and operation of equipment weighing 50 tons. Grantee agrees to bury

the pipeline to a depth that warrants and represents to Grantor that such depth is sufficient to protect the pipeline from Grantor's use of equipment with weights identified above.

f. At least 60 days prior to the construction of the Pipeline, Grantee shall provide a written set of construction design plans (the "Plans") to Grantor for Approval. Grantee shall not commence construction until written approval of the Plans is given by Grantor. Grantor shall have the right to deny the construction of the Pipeline, or any appurtenance that conflicts in any way with Grantor's existing or future use of the property for electric utility operations. Grantee may not make any material modifications to the Pipeline without prior written approval by Grantor.

g. Grantee is aware that power lines are or may be located within the Easement boundaries and agrees to conduct its activities in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding such power lines.

h. Any damage to Grantor's Land caused by Grantee shall, within a reasonable period of time, be repaired to its pre-construction condition and to Grantor's satisfaction. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

4. Right of Access. Grantee shall have the right of ingress and egress to and from said Easement over and across Grantor's Land at such locations as Grantor shall, from time to time designate, provided that such access does not interfere with Grantor's utility operations.

5. Grantor's Use. Grantor expressly reserves the right to use the Easement for its own business purposes, including the right to cross and re-cross the Easement with equipment, personnel, overhead or underground power lines, and access roads at any location or locations and to grant or convey additional uses of the Easement to others for any purpose not inconsistent with the rights granted hereunder. Grantee will provide adequate protection for the Pipeline for such uses.

6. Relocation. In the event the Pipeline interferes with Grantor's use of the Easement or Grantor's Land, Grantee shall relocate the pipeline to a location mutually agreeable to Grantor and Grantee, all at Grantee's sole cost and expense. Such relocation shall be completed within a reasonable time after notice by Grantor.

7. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement

Area, (iii) any act or occurrence on the Easement Area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

8. Abandonment. If Grantee ceases to use the Easement for a period of one year, this Easement shall terminate thirty (30) days thereafter. Upon termination Grantee shall remove its Pipeline and restore the land as near as possible to its condition prior to Grantee's entry thereon; or, with Grantor's prior written permission, leave all or a portion of its Pipeline in place and relinquish all right, title, and interest to the Pipeline to Grantor. In the event Grantee should leave its Pipeline in place, Grantee shall nevertheless continue to indemnify Grantor as provided in paragraph above.

9. Taxes and Assessments. Grantee shall pay all taxes and assessments of any kind which shall be levied against the Easement by reason of Grantee's use or occupancy thereof, except those being contested in good faith, and shall keep the Easement free from any liens that may attach thereto by reason of Grantee's use or occupancy thereof.

10. Litigation Expense. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

11. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, this Easement shall be dated and effective upon the date of the last signature below:

Grantor:

PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power

By: *Douglas N. Bennion*
Douglas N. Bennion

Its: Vice President of Engineering Services

Dated: Aug 18, 2014



Grantee:

Draper City, a municipal corporation of the State of Utah

By: *[Signature]*

Its: City Manager

Dated: 8-22-14

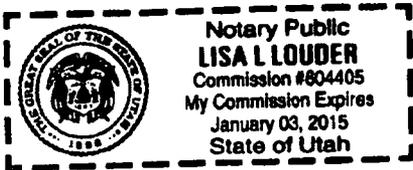
ATTEST:

[Signature]
City Recorder

ACKNOWLEDGMENT

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

On this 18TH day of August, 2014, personally appeared before me Douglas N. Bennion, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, and that the within and foregoing Storm Drain Pipeline Agreement was signed on behalf of PacifiCorp by actual authority.



[Signature]
Notary Public

My commission expires:
1-3-2015

Residing at Salt Lake City Utah

ACKNOWLEDGMENT

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

On this 22nd day of August 2014, personally appeared before me David Dobbins, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of Draper City, a municipal corporation of the State of Utah, and that the within and foregoing Storm Drain Pipeline Agreement was signed on behalf of Draper City by actual authority.

Linda Mandet
Notary Public

My commission expires:

4/1/15

Residing at Salt Lake Co.

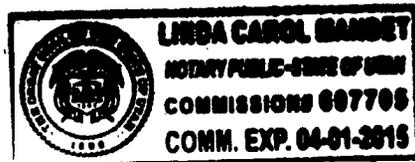


EXHIBIT "A"

UTSL-0760, File No. 48080:

A tract of land situate in Lot 2 and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 4 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning on the North boundary line of the Grantors land at a point 329.18 feet South and 1495.66 feet West from the Northeast corner of Section 1, Township 4 South, Range 1 West, Salt Lake Meridian, and running thence West 225.93 feet along said North boundary line, thence South $35^{\circ}30'09''$ West 1651.73 feet to the West boundary line of said Grantors' land, thence South 316.84 feet along said West boundary line, thence North $35^{\circ}30'09''$ East 2040.78 feet to the point of beginning; containing 7.799 acres.