

WHEN RECORDED, RETURN TO:

Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder/ Mailia Lauto'o
1407 West North Temple, suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL-0724A
File No. 36001, 36002
Tax ID No. 33-22-401-003

13105591
10/22/2019 02:24 PM \$40.00
Book - 10849 Pg - 1903-1910
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: DCP, DEPUTY - W/ I 8 P.

NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT

This Non-Exclusive Pipeline Easement Agreement ("Easement") is made this 11 day of Oct, 2019, by and between ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp, 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 South Valley Sewer District, a political subdivision of the State of Utah, with a principal address of 1253 Jordan Basin Lane, Bluffdale, Utah 84065 ("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 Sewer 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 an eight-inch Sewer Pipeline and related facilities (the "Pipeline"), over and through Grantor's land which is more particularly described as follows:

Bringhurst Sewer Easement – Rocky Mountain Power Property

Beginning at point being North 1,970.12 feet along the section line and East 338.90 feet from the South Quarter Corner of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 31°35'46" West 20.01 feet;
thence North 60°35'21" East 80.06 feet;
thence Southeasterly 20.01 feet along the arc of a 560.00 foot radius curve to the right (center bears South 61°09'21" West and the chord bears South 27°49'15" East 20.01 feet with a central angle of 02°02'50");
thence South 60°35'21" West 78.74 feet to the point of beginning.

Contains 1,589 Square Feet or 0.036 Acres

- 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 30 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 which approval shall not be unreasonably conditioned, withheld or delayed. 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 by 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 occasioned by Grantee's use of the same, 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 the Easement Area (hereinafter collectively referred to as "claims").

- b) 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.
- 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.

{Signatures to follow on the next page.}

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

Grantor:
Rocky Mountain Power, an unincorporated
division of PacifiCorp



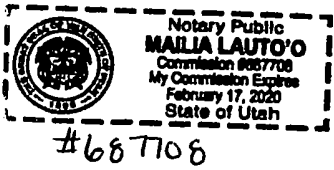
By: Joshua Jones
Its: Dir. Asset Management

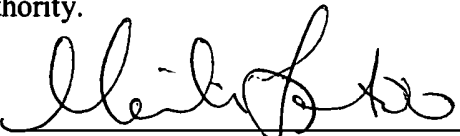
Dated: October 11, 2019

ACKNOWLEDGMENT

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

On this 11 day of Oct., 2019, personally appeared before me Joshua Jones 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 **NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT** was signed on behalf of PacifiCorp by actual authority.





Notary Public

My commission expires:
February 17, 2020

Residing at Salt Lake, Utah

Grantee:
South Valley Sewer District



By: Craig L. White
Its: General Manager

Dated: 6-18-19

ACKNOWLEDGMENT

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

On this 18th day of June, 2019, personally appeared before me Craig L. White, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of South Valley Sewer District, a political subdivision of the State of Utah and that the within and foregoing NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT was signed on behalf of South Valley Sewer District by actual authority.


Notary Public

My commission expires:
5-30-21

Residing at Bluffdale, Ut

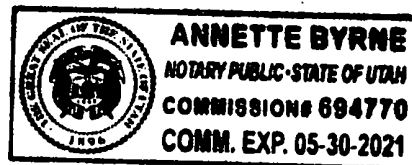
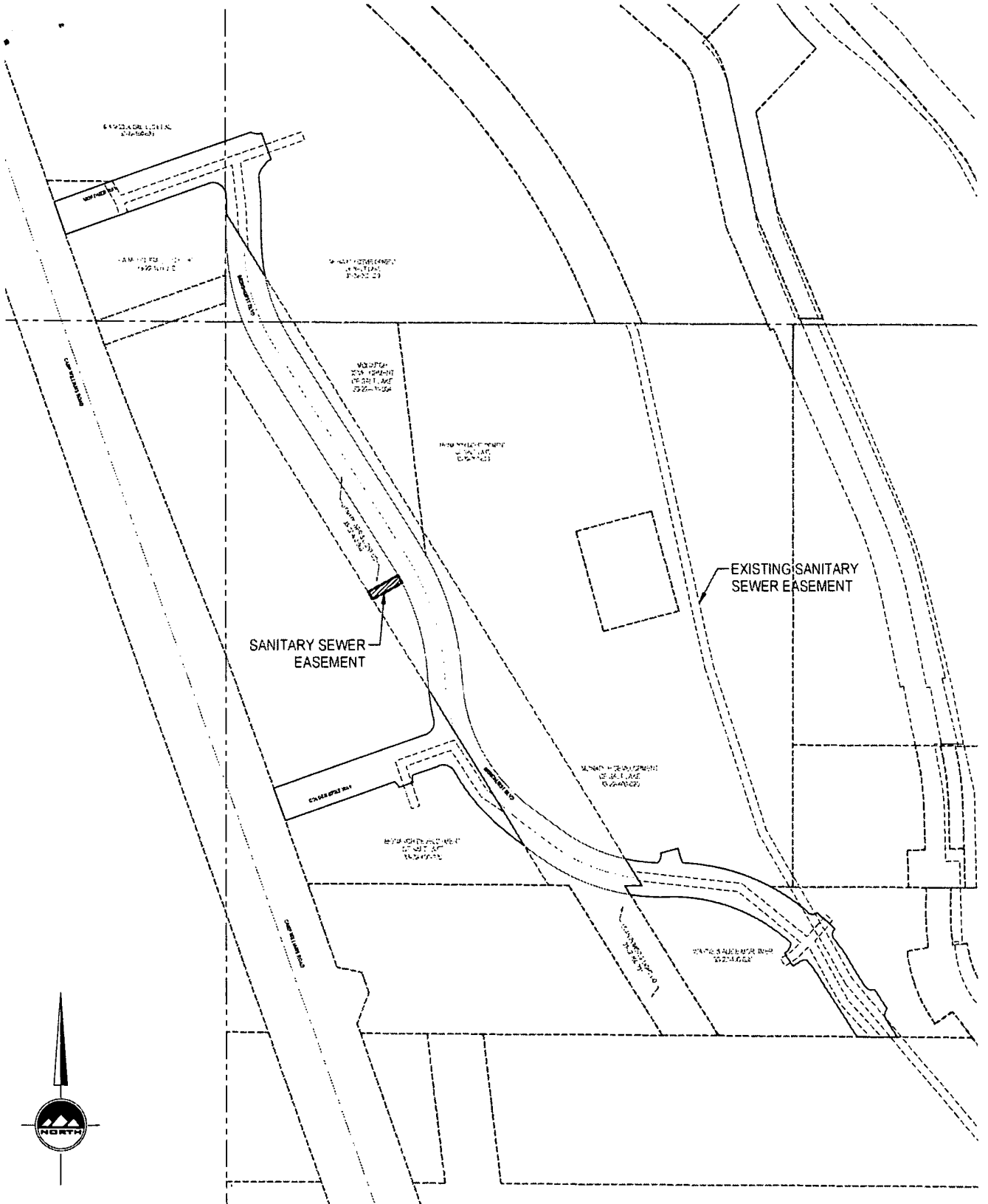


EXHIBIT "A"
Grantor's Property

Parcel # 33-22-401-003 (UTSL-0724)

BEG S 89°39'19" E 156.06 FT FR CEN SEC 22, T4S, R1W, SLM; S 31°35'54" E 572.11 FT; S 6°48' E 451.94 FT; N 31°35'54" W 309.94 FT; N 6°48' W 2.4 FT; N 32°01' W 615.55 FT; N 147.3 FT; E 135.62 FT TO BEG. 3.512 AC M OR L.

{Depiction of easement granted on Grantor's Property to follow as Page 8 of this Agreement}



PROJECT # 6174 DATE 4/8/19
1 OF 1
 FILE: S/EASEMENT_SEWER_RMP

**BRINGHURST STATION
 BACKBONE INFRASTRUCTURE**
 16475 SOUTH 1700 WEST
 BLUFFDALE, UTAH
 RMP SANITARY SEWER EXHIBIT

FOR:
 STAKER COMPANY
 6914 S. 3000 E. STE 101
 SALT LAKE CITY, UTAH 84141
 801-942-7100

45 W. 10000 S. Ste 500
 Sandy, UT 84070
 Phone: 801.255.0529
 Fax: 801.255.4449
www.ensigneng.com

