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STORM WATER CANAL EASEMENT

This Storm Water Canal Easement (the "Easement") is entered into this 18th day of February, 2004, by and between PacifiCorp, an Oregon corporation ("Grantor") and Davis County, a body politic of the State of Utah ("Grantee").

RECITALS

A. Grantor owns that certain parcel of land located in Davis County, State of Utah as more particularly described in Exhibit "A", attached hereto and made a part hereof by reference, used in connection with Grantor's use operation and maintenance of electric transmission lines and other utility purposes.

B. In connection with the improvement of an existing storm water drainage system, Grantee desires to construct a storm water canal over and across Grantor's Land as described in Exhibit "A" (the "Easement Property").

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys a perpetual, non-exclusive easement to Grantee in, over, and across the Easement Property for the purpose of constructing, using, maintaining, repairing, replacing and removing a storm water canal.

2. Improvements. At least sixty (60) days prior to the construction, alteration, or modification of the storm water canal, Grantee shall provide a written set of construction drawings (the "Drawings") to Grantor for its approval. Grantee shall at all times maintain a minimum distance of 20 feet between equipment and transmission line conductors (wires). Permanent piling of soil shall not be allowed and temporary piling of soils shall not result in a clearance of less than 35 feet to the conductor. Grantee shall not commence construction until Grantor gives written approval of the Drawings. Grantor shall have the right to deny approval of the Drawings if, in Grantor's sole discretion, the improvements or construction materially conflicts with Grantor's existing or future use of the Easement Property.

3. Maintenance. At all times, Grantee shall maintain the storm water canal and the Easement Property in a safe condition and in compliance with all applicable governmental requirements. Without limiting the generality of the preceding, the storm water canal and all other improvements constructed by Grantee shall meet or exceed all applicable requirements and specifications of all governmental agencies having jurisdiction of matters relating to storm water drainage. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee. No tools, vehicles, equipment, cables, machinery, apparatus, materials or supplies, or any part thereof, shall be used, transported or operated closer to Grantor's facilities, lines and conductors than the minimum clearances set out in the latest

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edition of the National Electrical Safety Code and Utah Code Ann. Title 54-8C, High Voltage Overhead Lines, which said minimum clearances are incorporated herein by reference. The conditions hereof shall not be construed to waive, alter or supersede Grantee's obligations under such laws, regulations, rules, ordinances, codes and standards unless the provisions hereof are more stringent and that by complying with the provisions hereof Grantee is also complying with such laws, regulations, rules, ordinances, codes and standards.

4. Restoration of Easement Property. Upon completion of the storm water canal or any other activities that disturb the surface of the Easement Property or Grantor's Land, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

5. Conduct of Grantee. At all times, all actions of Grantee on or about the Easement Property or in connection with the Easement Property and all activities of Grantee contemplated by this Easement shall be taken in full and strict compliance with all governmental laws and requirements. Grantee shall at all times be responsible for the quantity and quality of all waters discharged into the storm water canal. Grantee shall be responsible for compliance with all applicable federal, state, and local requirements for the construction, operation, use, and maintenance of the storm water canal and other improvements and for all discharges of storm water, including compliance with all applicable federal, state, and local water quality requirements and permitting. Grantee shall protect Grantor's facilities during Grantee's construction and operation activities and avoid interference with Grantor's operations, maintenance, use, repair, enlargement and other activities of Grantor on the Property and Easement. Grantee understands that in the event of an emergency, Grantor may be required to temporarily curtail Grantee's construction and Project activities in order for Grantor to perform maintenance, repairs and associated activities.

6. Indemnification. Grantee shall use the Easement Property at its own risk and agrees to indemnify, defend, and hold harmless, Grantor from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses, of whatsoever nature, including without limitation, reasonable attorneys' fees and costs on account of mechanic's lien claims, injury to persons, the death of any person or damages to property ("Claims") arising from Grantee's use of the Easement Property or adjoining areas, or from the discharge of storm water onto the Easement Property, Grantor's land or other lands and from any activities contemplated by this Easement, in each case undertaken by Grantee or any other person claiming by, through, or under Grantee, except to the extent any such Claim results from the gross negligence or willful act of Grantor.

7. Ingress and Egress.

a. Grantee shall maintain access routes from at least two (2) directions for each of the towers to repair or work on line(s), and damage that occurs from the construction or maintenance shall not be the responsibility of Grantor.

b. Grantee shall have the right of access over and across Grantor's land for itself and its agents to the extent reasonably necessary in order to exercise Grantee's rights under this Easement. In exercising such right of ingress and egress, Grantee shall provide reasonable advance notice to Grantor before commencing any substantial maintenance or repair work. The location of Grantee's ingress and egress may be modified, relocated, or reasonably limited as directly by Grantor from time to time.

8. Mechanics' Liens. Grantee shall, at all times, keep the Easement Property and Grantor's land free from mechanics' lien claims or similar liens arising on account of any act by or on behalf of Grantee. Prior to commencing or contracting for any work to be performed on or about Grantor's land or the Easement Property, Grantee shall provide written notice to all contractors, subcontractors, and material suppliers with respect to such work that any mechanics' lien claim on account of the provision of such work or materials shall attach only to Grantee's interest in the Easement Property under this Easement and shall not, in any event, attach to any interest of Grantor in the Easement Property or Grantor's land. In the event any mechanics' lien is recorded with respect to the Easement Property or Grantor's land on account of any activity of Grantee or any use of the Easement Property or Grantor's land by or on behalf of Grantee, Grantee shall, within thirty (30) days of notice by Grantor (or, if earlier, within 30 days of a complaint being filed to enforce such mechanics' lien), cause such mechanics' lien to be removed by posting a bond with the district court as permitted by statute.

9. Grantor's Reserved Rights. Grantor reserves the right to grant further easement interests in the Easement Property to others so long as such interests and uses do not materially or unreasonably interfere with the use of the Easement Property by Grantee in accordance with the terms set forth in this Easement. Grantor further reserves the right to use the Easement Property for its own purposes, including but not be limited to the right to construct, reconstruct, enlarge, operate, maintain, inspect, replace, repair and remove any said electric transmission, distribution and communications lines, towers, poles, props, equipment cabinets, transformers, guys, anchors, supports and facilities; the right in the future to construct, reconstruct, enlarge, operate, maintain, inspect, replace, repair and remove additional lines, wires, and all necessary or desirable poles, structures and appurtenances thereto that is consistent with the Grantees use of the Property and Easement and the right to develop and improve the Easement Property and Grantor's land.

10. Subject to Existing Rights. 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 the Easement Property and Grantor's land, including but not limited to water lines, communication lines and power lines. Grantee is aware that power lines are energized at all times and Grantee must conduct all activity on Grantor's land in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding activity around high voltage facilities,

11. Inurement. The benefits and burdens of this Easement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and

assigns. The rights and obligations set forth in this Easement are intended to run with the land.

12. Taxes. Grantee shall pay all taxes and assessments of any kind, which shall be levied against the Easement Property by reason of Grantee's use, or occupancy thereof.

13. Attorneys' Fees. In the event of any litigation, arbitration, or other proceeding brought to enforce or interpret this Easement, the prevailing Party shall be entitled to receive an award of its reasonably attorneys' fees and costs.

14. Paragraph Headings. Paragraph headings are included for reference purposes only and do not constitute part of this Easement.

15. Governing Law. This Easement shall be governed and construed under the laws of the State of Utah without regard to conflicts of law provisions.

16. Severability. Whenever possible, each provision of this Easement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Easement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Easement.

17. Notices. All notices, demands, or other communications to any party under this Easement shall be in writing (including facsimile transmission); shall be sent only by facsimile (with confirmation by United States Mail), by nationally recognized courier service, or by personal delivery; and shall be given:

If to Grantor:

PacifiCorp  
Real Estate Services  
Attn. Kim Garrick  
1407 North West Temple, Suite 320  
Salt Lake City, UT 84116

With a copy to:

PacifiCorp  
Attn: R. Jeff Richards  
Office of the General Council  
201 South Main, Suite 2200  
Salt Lake City, UT 84111

If to Grantee:

Davis County Attorney  
Attn: Jerry Hess  
P.O. Box 618  
Farmington, UT 84025

All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

18. Waiver. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

19. Construction. The rule of strict construction does not apply to this Easement. This Easement shall be given a reasonable construction so that the intention of the parties can be carried out.

20. Exhibits. The parties acknowledge and agree that each of the Exhibits attached to this Easement form an integral part of this Easement and by this reference are incorporated herein as if set forth in full verbatim.

21. Authorization. Each individual executing this Easement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Easement in the capacity and for the entity set forth where he signs and that as a result of his signature, this Easement shall be binding upon the party for which he signs.

IN WITNESS WHEREOF, this Easement shall be dated and effective on date and year first above written.

Dated this 6<sup>th</sup> day of February, 2004.



STATE OF UTAH )

COUNTY OF SALT LAKE )

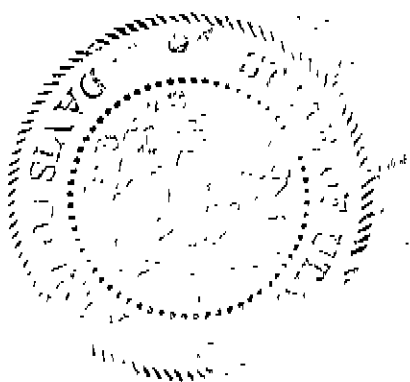
On this 6<sup>th</sup> day of February, 2004, personally appeared before me Ernest E. Wiseman, the signer of the above and foregoing instrument who duly acknowledge to me that he executed the same.

[Signature]  
Notary Public



Accepted by Davis County this 17<sup>th</sup> day of February, 2004.

By [Signature]  
Dannie R. McConkie, Chair  
Board of Davis County Commission



**EXHIBIT A**  
**(Legal Description)**

Beginning at the centerline of a creek, which point is 531.07 feet  
> North and 744.14 feet N 36°41' West from the SE corner of SEC  
> 5-T3N-R1W; SLM; running thence N 36°41' W 5.05 feet; thence S  
> 45°32'38" W 340.94 feet to a point on the Southwesterly boundary line  
> of grantor's land; thence S 39°40' E 35.12 feet along said  
> Southwesterly boundary line; thence N 45°32'38" E 339.10 feet to the  
> Northeasterly boundary line of grantor's land; thence N 36°41' W  
30.27  
> feet to the Point of Beginning. Contains 23,847.42 sq ft (0.273 ac.)