

RETURNED
DEC 28 2015

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BK 6420 PG 1556

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/28/2015 03:51 PM
FEE \$0.00 Pgs: 9
DEP RTT REC'D FOR KAYSVILLE CITY C
ORPORATION

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. UTDV-0045
File No. 48728

Tax ID No. 08-016-0007

NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT

This Non-Exclusive Pipeline Easement Agreement ("Easement") is made this 6TH day of May, 2015, by and between PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, ("Grantor") successor in interest to Utah Power & Light Company, whose principal office is located at 1407 West North Temple, Salt Lake City, Utah 84116, and Kaysville City, a municipal corporation of the State of Utah, ("Grantee") whose principal address is 23 East Center Street, Kaysville, Utah 84037.

RECITALS

A. Grantor owns a certain parcel of land ("Grantor's Land") located in Davis 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 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) fifteen-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 Kaysville City, Davis County, State of Utah, more particularly described as follows:

Located in the Southwest Quarter of Section 4, and the Southeast Quarter of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian. Beginning at the southwesterly corner of Lot 15, Suncrest Meadow Cluster Subdivision Phase-1 said point also being S. 89°47'46" E. 2.65 feet and N. 00°00'00" E. 527.16 feet from the Southwest Comer of said Section 4, thence as follows:

S. 53°16'19" W. 300.86 feet to the Grantors westerly boundary line; thence N. 39°42'40" W. 15.02 feet along said westerly line; thence N. 53°16'19" E. 301.64 feet to the Grantors easterly boundary line also being the westerly line of Lot 15, Suncrest Meadow Cluster Subdivision Phase-1; thence S. 36°43'40" E. 15.00 feet along said Grantors easterly line to the point of beginning.

Containing 4,519 Square Feet, more or less.

Basis of Bearings is S. 89°47'46" E. from the Southwest Corner of said Section 4 to the South Quarter Corner of said Section 4.

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, shall not use on the Easement Area in any manner that violates OSHA, the Utah High Voltage Act Safety Clearance Standards and or the National Electric Safety Code, all as applicable. 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.

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 may require the use and operation of equipment weighing as much as 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 construction design plans that conflict 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, including any corrosion 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. Insurance. Without limiting any liabilities or any other obligations of Grantee, Grantee shall, continuing during the term of this Easement Agreement, secure and continuously carry commercially reasonable workers compensation, employer's liability, Commercial General Liability, and Business Automobile Liability insurance coverage. Except for Workers' Compensation insurance, the policies required herein shall include provisions or endorsements naming Grantor, its officers, directors, agents, and employees as additional insureds.

To the extent of Grantee's negligent acts or omission, all policies required by this Easement Agreement shall include provisions that such insurance is primary insurance with respect to the interests of Grantor and that any other insurance maintained by Grantor is excess and not contributory insurance with the insurance required hereunder, provisions that the policy contain a cross liability or severability of interest clause or endorsement, and provisions that such policies not be canceled or their limits of liability reduced without 1) ten (10) calendar days' prior written notice to Grantor if canceled for nonpayment of premium, or 2) thirty (30) calendar days' prior written notice to Grantor if canceled for any other reason. All required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against the Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all such parties. No required insurance policies shall contain any provisions prohibiting waivers of subrogation. A certificate in a form satisfactory to Grantor certifying to the issuance of such insurance shall be furnished to Grantor prior to commencement of construction within the Easement by Grantee.

9. 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.

10. 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.

11. 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.

12. Successors and Assigns. All rights and obligations contained in this Easement or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of the respective heirs, successors, assigns, of the Parties.

13. Applicable Law. This Easement shall be governed by and construed in accordance with the laws of the State of Utah.

14. 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.

Signature Page Follows

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 Bennion

Its: VP- Engineering

Dated: 5-6-2015

Grantee:

Kaysville City, a municipal corporation of the State of Utah

By: [Signature]

Its: Mayor

Dated: April 14, 2015

ACKNOWLEDGMENT

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

On this 6th day of May, 2015, 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.



My commission expires:
1-17-2019

Lisa Louder
Notary Public
Residing at Salt Lake City Utah

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 14 day of April, 2015, personally appeared before me STEVE A. HIATT, who being by me duly sworn, did say that he is the signer of the within instrument on behalf of Kaysville City, a municipal corporation of the State of Utah, and that the within and foregoing Storm Drain Pipeline Agreement was signed on behalf of Kaysville City by actual authority.

Linda Ross
Notary Public

My commission expires:
4-11-17

Residing at Kaysville, ut

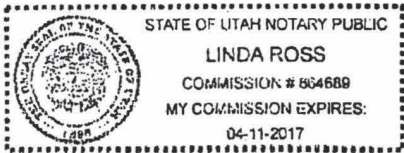


EXHIBIT "A"

Date: 4/16/2015

Page 1 of 1

Parcel Vesting Information

01/01/1981 to Present

Serial Number: 08-016-0007

Mailing Address: ATTN: PROPERTY TAX DEPT / 825 NE MULTNOMAH ST STE 1900
PORTLAND, OR 97232-0000

Tax District

34

Location

Location: 3 N 1 W 4 SW

Location: 3 N 1 W 9 NW

Location: 3 N 1 W 5 SE

Vested Owners

UTAH POWER & LIGHT CO

Legal Description

TRACT OF LAND IN THE SE 1/4 OF SE 1/4 OF SEC 5; SW 1/4 OF SW 1/4 OF SEC 4, & NW 1/4 OF NW 1/4 OF SEC 9-T3N-R1W, SLM; BEG AT THE NW COR OF THE GRANTOR'S LAND AT A PT 1227 FT N & 967.8 FT W FR THE SE COR OF SEC 9-T3N-R1W, SLM; & RUN TH N 53°50' E 360.40 FT ALG THE NW'LY BNDRY LINE OF SD GRANTOR'S LAND; TH S 36°41' E 1857.80 FT TO THE SE'LY BNDRY LINE OF SD GRANTOR'S LAND; TH S 53°50' W 263.53 FT ALG SD SE'LY BNDRY LINE TO THE SW'LY BNDRY OF SD GRANTOR'S LAND; TH N 39°40' W 1861.2 FT ALG SD SW'LY BNDRY LINE TO THE POB. CONT. 13.304 ACRES

