

210 AFTER RECORDING PLEASE RETURN TO:
Alexa Wilson
SITLA
675 E 500 S, Suite 500
Salt Lake City, UT 84102

DOC # 20060023540

Easements Page 1 of 10
Russell Shirts Washington County Recorder
6/5/06 9:00 AM Fee \$ 0.00 BY UTAH STATE SCHOOL & TRUST LANDS



TEMPORARY EASEMENT

**Fund: School, MH
Easement No. 1075-CC**

The State of Utah, School and Institutional Trust Lands Administration, an independent agency of the State of Utah, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 and SunCor Development Company, ~~5838 North Central Avenue, Suite 1500, Phoenix, Arizona 85012~~, GRANTORS, and Washington City, a municipal corporation of the State of Utah, 111 North 100 East, Washington, Utah 84780, GRANTEE, hereby enter into this Easement Agreement on the date below written.

~~*50 East Rio Salado Parkway, Ste. 410, Tempe, Arizona 85281~~

Recitals

DB

- A. GRANTEE shall cause an overhead power line with a voltage of 69/138 kV to be constructed within the easement corridor described in Exhibit "A" no later than January 30, 2007. GRANTORS will grant a temporary construction easement to GRANTEE, effective contemporaneous with the Powerline Improvements Agreement between GRANTORS and GRANTEE, dated *April 7*, 2006, which will authorize the GRANTEE to perform such construction. The construction easement will expire on the earlier of January 30, 2007 or automatically upon the granting of a perpetual easement in the same location.
- B. An easement is granted for a temporary term of 9 months, commencing on the date of execution of this Easement Agreement (the "Perpetual Easement"). The Perpetual Easement shall be sixty feet (60') wide from the left of the centerline, as described with particularity in Exhibit "A", attached hereto and incorporated by reference. The Perpetual Easement shall be used for the purpose of constructing, installing, and maintaining and operating an overhead power transmission line having a voltage of 138/69 kV including a 12.5 kV distribution circuit, (the "Power Line").
- C. The GRANTEE desires certain easements to design, construct, install, operate and maintain an overhead power transmission line upon said property and the Trust Lands Administration desires to issue such easements under the terms and conditions hereof; provided, however, the GRANTEE acknowledges the GRANTORS has an ongoing interest in the design and placement of the overhead power transmission lines and the associated poles.

NOW THEREFORE, GRANTORS, in consideration of the mutual covenants and promises set forth herein, grants to GRANTEE, non-exclusive Easements subject to the condition subsequent of compliance with the terms of this Grant of Easement on state trust lands as defined and set forth herein. Said grants shall be subject to the following terms and conditions and any valid and existing rights or until GRANTEE, its successors and assigns shall breach any conditions hereof. The Easements are granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

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1. GRANTORS hereby grants subject to the conditions subsequent contained herein to GRANTEE two easements, located to the left and right of a described centerline, as follows:

2. GRANTEE shall locate the Power Line poles upon the Perpetual Easement, within five feet of the centerline described on Exhibit "A." GRANTEE agrees to coordinate the vertical placement of the Power Line poles with GRANTORS' roadway right-of-way plans and to construct the Power Line with wood and weathered steel poles. GRANTORS shall have final approval over the placement and vertical alignment of the Power Line poles, which approval must be given in writing.

3. GRANTEE shall pay for all cost and expense in connection with the design, engineering, construction, operation, repair, replacement, and maintenance of said Power Line across trust lands and hold GRANTORS harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said Power Line.

4. GRANTORS reserves to itself the right to install, maintain and operate fiber optics within the granted right of way, subject to the City's review and approval. Nothing herein shall act as a waiver of appropriate and applicable franchise fees for communication facilities otherwise imposed by city ordinance. Nothing herein is intended or shall be construed to create any exclusive right to provide communication services within any developed land serviced by such potential fiber optics reservation.

5. GRANTEE agrees that, for good cause shown, at any time during the term of this Easement, GRANTORS may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTORS may require GRANTEE to post with GRANTORS a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to GRANTORS, in a sum to be determined by GRANTORS, said bond to be conditioned upon full compliance with all terms and conditions of this Easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

6. GRANTEE shall indemnify, defend, and save harmless the GRANTORS from any and all claims, demands, suits, actions, proceedings, losses, costs, damages, fines, and penalties of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought, made against, or incurred by GRANTORS on account of any damage to any property and for any injury to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, fault, mistake, or negligence of GRANTEE or its representatives or its contractors, in any way connected with or incident to the easement or by reason of any use, non-use, or condition of the easement created by, attributable to, or contributed to by GRANTEE'S use or manner of use of the easement; provided, however, that this indemnification shall not extend to events caused by the negligence or willful misconduct of the GRANTORS.

7. The operative and contractual provisions of this Easement shall be governed by the laws of Utah and any actions brought hereunder shall be brought in the Fifth District Court, State of Utah. Any provisions hereof not enforceable under the laws of the State of Utah shall not affect the validity of other provisions hereof.

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8. The acquisition or assumption by another party under an agreement with GRANTEE of any right or obligation of GRANTEE under this Easement shall be ineffective as to GRANTORS unless and until GRANTORS shall have been notified of such agreement and shall have recognized and approved the same in writing, which approval shall not be unreasonably withheld, and in no case shall such recognition or approval: (i) operate to relieve GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTORS as a grantee, and assumes in writing all of the obligations of GRANTEE under the terms of this Easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as GRANTORS deems necessary.

9. GRANTEE, in exercising the privileges granted by this Easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this Easement, including, without limitation, all environmental laws applicable to the desert tortoise habitat. GRANTEE shall neither commit nor permit any waste on the Easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Easement.

10. GRANTORS herein reserve the right to utilize said Easement for access to and from the lands owned by GRANTORS on both sides of said Easement.

11. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTORS hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange, excepting that it shall not cause permanent buildings or other structures to be installed upon the easement.

12. GRANTORS expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said Easement; provided that no drilling of oil and/or gas wells shall be conducted, nor will mining shafts be located within the boundaries of said Easement without compensation to GRANTEE by any such mineral lessee for any resulting damage to GRANTEE's improvements authorized pursuant to this Easement and further provided that such use does not unreasonably interfere with Grantee's primary operations on the Perpetual Easement.

13. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the Easement is not permitted except when GRANTEE has applied for and received a materials permit from GRANTORS, excepting that Grantee may undertake grading, excavation, contouring, and the like, on the Construction and Perpetual Easement which is reasonably necessary to construct, operate and maintain the Power Line.

14. GRANTEE agrees that no trees may be cut or removed from the Easement except when GRANTEE has applied for and received a small forest products permit or timber contract from GRANTORS, excepting that Grantee may undertake tree, shrub, plant and debris removal and trimming, and the like, on the Construction and Perpetual

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Easement which is reasonably necessary to construct, operate and maintain the Power Line.

15. It is hereby understood and agreed that all treasure-trove, all articles of antiquity and critical paleontological resources in or upon the subject lands are and shall remain the property of GRANTORS. GRANTEE agrees that all costs associated with archeological and paleontological investigations on the subject lands that may be required by GRANTORS will be borne by GRANTEE. GRANTEE further agrees to cease all activity on the subject lands and immediately notify GRANTORS if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the subject lands, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of GRANTORS.

16. GRANTORS claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against GRANTORS for any claimed failure or deficiency of GRANTORS' title to said lands or for interference by any third party.

17. GRANTORS reserve the right to inspect the area subject to the Easement at any time and recall GRANTEE for correction of any violations of stipulations contained herein. If GRANTEE fails to correct such violations within a reasonable time GRANTORS may, after thirty (30) days written notice, re-enter and terminate this Easement.

18. This Easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

19. Any notice contemplated herein to be served upon GRANTEE or GRANTORS shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

To GRANTEE

City of Washington
111 North 100 East
Washington, Utah 84780

To GRANTORS

State of Utah School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102
Attn: Development Department

SunCor Development Company
~~3838 North Central Avenue~~ 80 East Rio Salado Parkway
Suite ~~4500~~ 410

~~Phoenix, Arizona 85012~~
Tempe 85281

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or at any such other address as GRANTEE or GRANTORS may from time to time designate by written notice to either party.

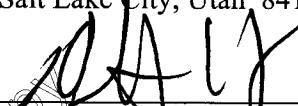
20. This Easement shall be interpreted and governed by the laws of the State of Utah and the Rules governing the management and use of the School and Institutional Trust Lands Administration and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE and GRANTORS.

21. No Waiver of Conditions by GRANTORS of any default of GRANTEE or failure of GRANTORS to timely enforce any provisions of this Easement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Easement. No provision in this Easement shall be construed to prevent GRANTORS or GRANTEE from exercising any legal or equitable remedy they may otherwise have.

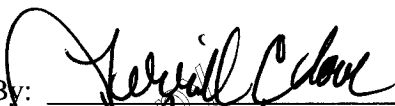
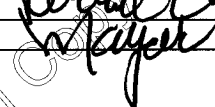
IN WITNESS WHEREOF, the State of Utah, by and through the School and Institutional Trust Lands Administration, has caused these presents to be executed this 25th day of April, 2006 by the Director.

GRANTORS:
STATE OF UTAH
School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818



GRANTEE:
City of Washington
111 North 100 East,
Washington, Utah 84780

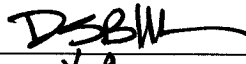


Kevin S. Carter, Director

By: 
Its: 

SUNCOR DEVELOPMENT COMPANY
~~3838 North Central Avenue~~ 80 East Rio Salado Parkway
~~Suite 1500 - 410~~
~~Phoenix, Arizona 85012~~
~~Tempe~~ 85281

By: 
Its: V.P.

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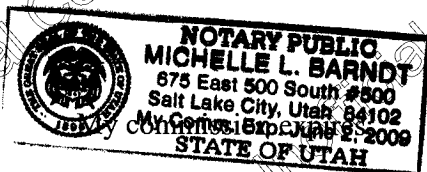
APPROVED AS TO FORM
MARK L. SHURTLEFF
ATTORNEY GENERAL

Director's Initial Review: _____

By: _____
Special Assistant Attorney General

STATE OF UTAH)
):§
COUNTY OF SALT LAKE)

On the 2nd day of April, 2006, personally appeared before me Kevin S. Carter, who being duly sworn did say that he is the Director of the Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.



Michelle L. Barndt
Notary Public, residing at: _____

STATE OF Arizona)
):§
COUNTY OF Maricopa)

On the 10th day of March, 2006, personally appeared before me Juan S. Black, who being duly sworn did say that _____ is the Vice president of SunCor Development Company, and authorized to execute the above instrument.

My commission expires:
4-30-09

Gail Sanchez
Notary Public, residing at: Phoenix, AZ



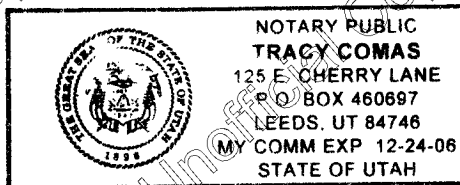
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STATE OF Utah)
COUNTY OF Washington)
:s

On the 2nd day of March, 2006, personally appeared
before me Terrill Clove, who being duly sworn did say that
he is the Mayor of Washington City and authorized to execute the
above instrument.

My commission expires:
12-24-06

Tracy Comas
Notary Public, residing at: 125 E. Cherry Lane
Leeds, UT 84746



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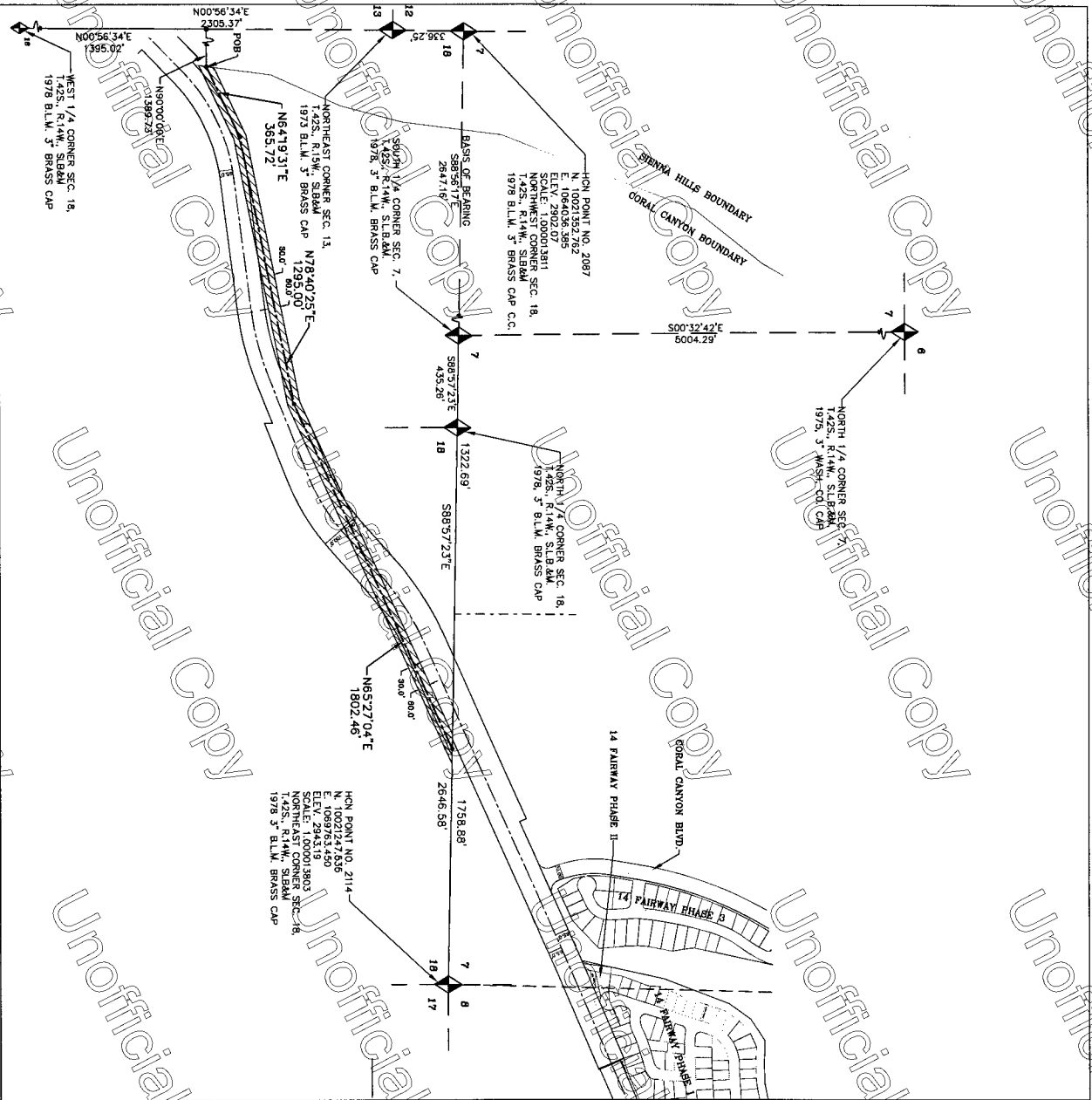
**Exhibit A
To
Easement Agreement**

Coral Canyon Power line Easement

A Strip of land 60.00 feet in width, being 30 feet left and right of the described centerline, to be used as an overhead power line easement, located with in Section 7, 8 & 18 Township 42 South, Range 14 West, Salt Lake Base & Meridian, Washington County, State of Utah, Centerline being more particularly described as follows:

Beginning at a point which is North 00°56'34" East 1395.02 feet along the West Section line of Section 18, Township 42 South, Range 14 West, Salt Lake Base and Meridian and North 90°00'00" East 1389.73 feet from the South Quarter Corner of said Section 18; running thence North 64°19'31" East 365.72 feet; thence North 78°40'25" East 1295.00 feet; thence North 65°27'04" East 1802.46 feet to the North Section line of said Section 18; thence North 65°27'04" East 1245.72 feet to the East Section line of Section 7 Township 42 South, Range 14 West Salt Lake Base and Meridian, thence North 65°27'04" East 1016.83 feet; thence North 45°00'55" East 2100.00 feet; thence North 31°26'49" East 1495.00 feet; thence North 47°16'53" East 2090.00 feet; thence South 79°16'54" East 925.00 feet said point being the point of terminus.

The total length of the Overhead Power Line Easement for the CORAL CANYON COMMUNITY, as described above is 12,335.70 feet or 2.34 miles more or less in length. Containing 16.991 acres more or less.



SECTION 7 AND 18
 TOWNSHIP 42 SOUTH, RANGE 14 WEST,
 SALT LAKE BASE MERIDIAN
 WASHINGTON COUNTY, UT

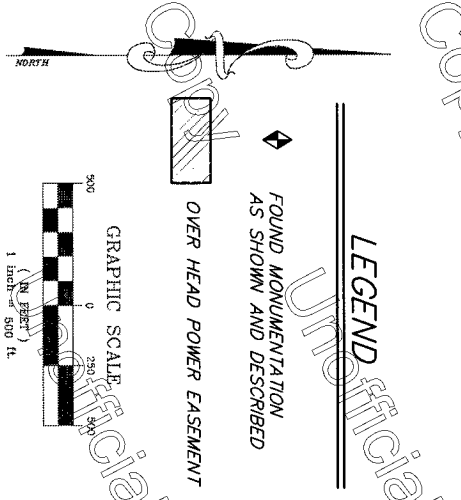
LEGAL DESCRIPTION OF AN OVERHEAD POWER LINE
 ACROSS THE CORAL CANYON COMMUNITY IN
 SEC. 7 & 18 T42S, R14W, S.L.B.&M.

OVERHEAD POWER LINE EASEMENT

A Strip of land 60.00 feet in width, being 30 feet left and right of the described centerline, to be used as an overhead powerline easement, located with in Section 7, 8 & 18 Township 42 South, Range 14 West, Salt Lake Base & Meridian, Washington County, State of Utah, Centerline being more particularly described as follows:

Beginning at a point which is North 00°56'34" East 1395.02 feet along the West Section line of Section 18, Township 42 South, Range 14 West, Salt Lake Base and Meridian and North 90°00'00" East 1389.73 feet from the South Quarter Corner of said Section 18, running thence North 64°19'31" East 365.72 feet, thence North 78°40'25" East 1295.00 feet, thence North 55°27'04" East 1802.46 feet to the North Section line of said Section 18, thence North 65°27'04" East 1245.72 feet to the East Section line of said Section 7 Township 42 South, Range 14 West Salt Lake Base and Meridian, thence North 65°27'04" East 1016.83 feet; thence North 45°00'35" East 2100.00 feet; thence North 31°06'49" East 1495.00 feet, thence North 47°16'52" East 2090.00 feet; thence South 79°16'54" East 925.00 feet said point being the point of terminus.

The total length of the Overhead Power Line Easement for the CORAL CANYON COMMUNITY, as described above is 12,335.70 feet or 2.34 miles more or less in length.



DATE:	6-14-06
JOB NUMBER:	001-04
SCALE:	1"=600'
DRAWN BY:	C.L.C.
CHECKED BY:	M.M.B.

ALLIANCE CONSULTING
 A Planning and Engineering Firm

2303 N Coral Canyon Blvd., Suite 201
 Washington, Utah 84780-5677

Tel (435) 673-8066
 Fax (435) 673-8066

OVERHEAD POWERLINE EASEMENT
 FOR
WASHINGTON CITY
 LOCATED IN S 12 & 13, T42S, R15W,
 S 18, T42S, R14W, S.L.B.&M.,
 CITY OF WASHINGTON, WASH. CO., UTAH

DRAWING NAME: OVERHEAD POWERLINE EASEMENT
 SHEET: 1 OF 2 SHEETS

