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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
8000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: LHA, DEPUTY - WI 8 P.

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-0190  
File No. 45165  
Tax ID No. 21-26-127-008

### NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT

This Non-Exclusive Pipeline Easement Agreement ("Easement") is made this 10 day of March, 2016, 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 City of West Jordan, a municipal corporation of the State of Utah ("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) eighteen-inch Storm Drain Pipeline and related facilities (the "Pipeline"), over and through Grantor's land as more particularly described as follows:

Beginning at a westerly property corner of the Grantor's land, said point being North 89°37'19" East 1359.35 feet along the section line and South 00°22'41" East 347.73 feet from the Northwest Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence along a northerly property line of the Grantor's land South 89°48'39" East 35.60 feet; thence South 61°08'26" West 40.72 feet to a westerly line of the

Grantor's land; thence along said westerly line North 00°11'21" East 19.77 feet to the point of beginning.

The above description contains 352 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. Grantee provided a written set of construction design plans (the "Plans") to Grantor for Approval, which was given by Grantor. Grantee shall construct the Pipeline and any appurtenances in accordance with the Plans and shall 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 any change of location shall provide Grantee reasonable access to the Easement for the uses herein described.

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. Grantee's rights granted herein shall be superior to any future grant or conveyance of additional uses to others, and the additional uses granted or conveyed to others shall not interfere with Grantee's reasonable use of the Easement.

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. Prior to requiring relocation, Grantor shall consider other alternatives.

#### 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, or (iii) 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"), to the extent that such claims do not arise from and are not attributed to the concurrent negligence of any of the Indemnified Parties. Indemnified Parties shall not include any officer, director, shareholder, agent or employee who is not operating in a representative capacity on behalf of Grantor or in the course and scope of Grantor's employment.

(b) Grantee's 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 by third parties, 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:**

Rocky Mountain Power, an unincorporated division of PacifiCorp

By: *Doug Bennion*  
Its: VP - Engineering  
Dated: March 7, 2016

**Grantee:**

City of West Jordan, a municipal corporation of the State of Utah

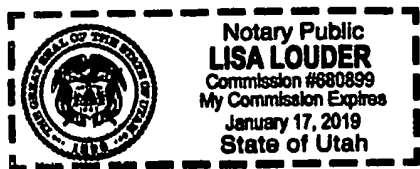
By: *[Signature]*  
Its: Mayor Kim V. Rolfe  
Dated: 3/10/16



**ACKNOWLEDGMENT**

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

On this 7<sup>th</sup> day of March, 2016, personally appeared before me Douglas N. Bennion, who being by me duly sworn, did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp, and that the within and foregoing Storm Drain Pipeline Agreement was signed on behalf of Rocky Mountain Power by actual authority.



*Lisa Louder*  
Notary Public

My commission expires:  
1.17.19

Residing at Salt Lake City  
Utah

**ACKNOWLEDGMENT**

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

On this 10 day of March, 2016, personally appeared before me Mayor Kim V. Rolfe, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of City of West Jordan, a municipal corporation of the State of Utah, and that the within and foregoing Storm Drain Pipeline Agreement was signed on behalf of City of West Jordan by actual authority.

Melanie S Briggs  
Notary Public

My commission expires:

July 31, 2017

Residing at Salt Lake County



**EXHIBIT "A"**

**Parcel: UTSL-0190:**

Tax Lot No. 21-26-127-008

Beginning at a point east 97.735 feet from the NE corner of Lot 70 of Jordan Mobile Home Estates which point is south along the section line 234.25 feet and east 1460.735 feet from the NW corner of section 26, T. 2 S., R. 1 W., S.L.B. & M; thence East 134.815 feet; thence North 156.75 feet; thence East 724.00 feet to the west bank of the Jordan River; thence S.3°44'12" E. 731.77 feet along said bank of the Jordan River; thence West 1004.21 feet to the SE corner of Lot 77 of Jordan Mobile Home Estates; thence North 473.47 feet to the SE corner of Lot 70 of Jordan Mobile Home Estates, thence East 40.00 feet; thence N. 30° E. 115.47 feet to the point of beginning, on file in the Office of the Salt Lake County Recorder as Instrument No. 2671384, Book 3743, Page 136.

Containing 15.44 acres.

# EXHIBIT

## Storm Drain Easement

