

Mue

OCT 31 1973
Request of S.L. Co. SEWER IMPROVEMENT DIST.
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
By [Signature] Deputy
Ref. Mue, Index #5
DRAPEK, UTAH

2651058

A G R E E M E N T

~~2579227~~

THIS AGREEMENT, made and entered into this 27th

day of July, 1973, by and between SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a Political Subdivision of the State of Utah, hereinafter called the "DISTRICT," and UTAH POWER AND LIGHT COMPANY, A Corporation, hereinafter called the "COMPANY,"

W I T N E S S E T H :

WHEREAS, the District is engaged in installation of a sewer system to provide for the collection and treatment of sewage for a portion of the residents of Salt Lake County and as a part of said project needs to install a sewage collection line over, across, under and through lands owned by the Company, and lands on which the Company has easements, and

WHEREAS, the Company is willing to permit the District to construct and install the necessary sewage collection lines across and under lands owned by the Company, and lands on which the Company has easements,

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The Company hereby grants, conveys and sets over unto the District, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipe lines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called "Facilities," said right-of-way being situated in Salt Lake County, State of Utah, over and through parcels of the Company's land and/or easements lying within strips twenty (20) feet wide, said strips extending ten (10)

Re-Recorded SEP 13 1974 at 2:58 P m.
Request of S.L. Co. Sewer Imp. Dist #1
JERADEAN MARTIN, Recorder
Salt Lake County, Utah
By [Signature] Deputy
REF. 12590 So 950 East, Draper, Utah 84020

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73-20
carried over

feet on each side of, and lying parallel and adjacent to a line of reference and projection thereof, more particularly described in Exhibit "A" attached hereto, and by this reference made a part hereof.

2. During construction periods, the District and its agents may enter upon and utilize temporarily, a strip of land twenty (20) feet wide on either side of the center lines, as described in Exhibit "A", but limited to the boundary of the Company's property or easements.

3. The District agrees that it will maintain and that it will require any contractor or other person employed by it to install the subject sewage pipe line, to maintain a six (6) foot minimum clearance between the lowest conductors on the Company's power lines and the maximum vertical reach of those equipment booms operated by the Contractor.

4. The District agrees that it will not fence in or in any way obstruct the property covered by this Agreement and over and through which this right-of-way is granted; and the District further agrees that the Company shall have free and unimpeded access to and use of those lands and easements described in Exhibit "A" and the service thereof, where not inconsistent with the right-of-way hereby granted the District.

5. The District hereby agrees to indemnify and hold the Company harmless from any and all loss, damage, or liability in any manner caused by or arising out of the construction, reconstruction, operation, repair, replacement or maintenance of the sewer pipe lines and appurtenant structures by the District over, under and through the right-of-ways herein granted.

6. The District agrees that it will require any and all contractors employed by it to construct or maintain the sewer facilities on the right-of-ways herein granted, to obtain and carry a public liability insurance in an amount of

at least \$100,000-300,000-50,000.

7. The District agrees to relocate its sewer pipeline and appurtenant facilities installed as provided herein in a new position on, over, across and through Company's premises at the District's expense should the location provided for herein at any time interfere in any use for which the Company may desire the said premises.

8. It is expressly understood that it is the intent and desire of the parties hereto, to cooperate with one another wherever possible in providing their respective services to the public in the most efficient and economical manner possible. All terms and conditions herein set forth shall be construed so as to reflect this spirit and intent of the parties.

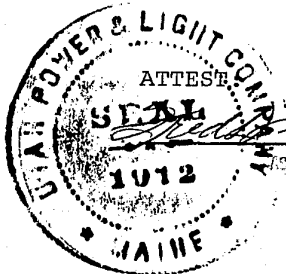
9. This right of way grant and agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, except that it is expressly understood and agreed that the provisions of paragraph 7 hereinabove shall be deemed a personal covenant between the parties and shall not inure to the benefit of the successors in interest or assigns of the parties.

SALT LAKE COUNTY SEWAGE IMPROVEMENT DISTRICT NO. 1

ATTEST:

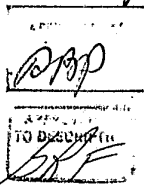
W. M. McKelvey BY: *Joseph A. Workman*
CLERK-BOARD OF TRUSTEES CHAIRMAN-BOARD OF TRUSTEES

UTAH POWER AND LIGHT COMPANY



ATTEST:

John E. Anderson
ASST. SECRETARY BY: *John E. Anderson*
VICE-PRESIDENT

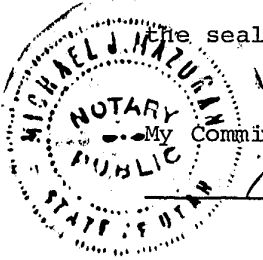


APPROVED
H. Doehmer
CHIEF ENGINEER

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

On the 27th day of July, 1973, personally appeared before me JOSEPH A. WORKMAN and W. S. MICKELSEN, who being by me first duly sworn did say, each for himself, that he the said JOSEPH A. WORKMAN is the Chairman, and he, the said W. S. MICKELSEN, is the Clerk, of the Board of Trustees of the Salt Lake County Sewerage Improvement District No. 1, and that the within and foregoing instrument was signed in behalf of said Salt Lake County Sewerage Improvement District No. 1 by authority of a resolution of its Board of Trustees and said JOSEPH A. WORKMAN and W. S. MICKELSEN, each duly acknowledged to me that said District executed the same and that the seal affixed is the seal of said District.



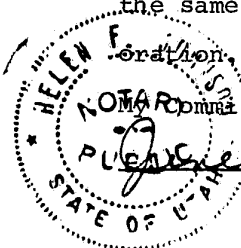
My Commission Expires:

10-9-74

Michael J. Nazman
NOTARY PUBLIC
Residing In Salt Lake City, Utah

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

On the 27th day of July, 1973, personally appeared before me John S. Anderson and Fred L. Mickelsen who being by me first duly sworn did say, each for himself, that he the said John S. Anderson is the Vice-President, and he, the said Fred L. Mickelsen is the Assistant Secretary of Utah Power and Light Company, A Maine Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said John S. Anderson and Fred L. Mickelsen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corp-



My Commission Expires:

June 1, 1977

Helen F. Johnson
NOTARY PUBLIC
Residing In Salt Lake City, Utah

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A part of the NE 1/4 of Section 2, T. 3^S, R. 1 W., S. 1/2
of Section 35, NW 1/4 of Section 35, SW 1/4 of Section 26, NW
1/4 of Section 26, T. 2 S., R. 1 W., Salt Lake Base and
Meridian.

BEGINNING on the North line of the 9000 South Street Right-of-Way at a point lying Easterly 19 feet, more or less, from the Southwest corner of the Ninety South Substation, said point also being South 2610 feet and West 2323 feet, more or less from the Northeast corner of said Section 2, running thence N. 18° E. 266 feet, more or less; thence N. 2°18' E. 200 feet, more or less, thence N 24°49'09" W 350 feet, more or less; thence N 27°31'31" E. 570 feet, more or less; thence East 440 feet, more or less; thence N. 30° E 15 feet, more or less, to a point 20 feet distant Westerly from a projection of the Easterly line of the Utah Power and Light Transmission Corridor; thence Northerly, being parallel to and 20 feet distant Westerly from said Easterly line 1425 feet, more or less, to a point on the North line of said Section 2, continuing Northerly, being parallel to and 20 feet distant Westerly from said Easterly line 2740 feet, more or less, to a point on the quarter section line of said Section 35; continuing Northerly, being parallel to and 20 feet distant Westerly from said Easterly line 1276 feet, more or less, to an angle point in said transmission corridor; thence N 3°36' E. 492 feet, more or less, to a point on the Westerly property line of a parcel of land owned by the Utah-Idaho Sugar Company; thence N 3°36' E. 34 feet, more or less, to a point on the North property line of said Sugar Company; thence Northerly, being parallel to and 20 feet distant Westerly from said Easterly line 780 feet, more or less, to a point on the South right-of-way line of the Denver and Rio Grande Railroad; thence N. 3°36' E. 25 feet, more or less; thence N. 36° 48' W. 64 feet, more or less, to a point on the South right-of-way line of the Utah State Road Commission; thence N. 33°48' W. 35 feet, more or less, to a point on the projected centerline of said transmission corridor; thence N. 18°57' E. 40 feet, more or less, to a point on the North right-of-way line of said Road Commission; thence N. 18°57' E. 23 feet, more or less, to a point on the North line of said Section 35; thence N. 18° 57' E. 199 feet, more or less, a point 20 feet distant Westerly from the Easterly line of said transmission corridor; thence Northerly, being parallel to and 20 feet distant Westerly from said Easterly line 400 feet to a point on the South property line of a parcel of land owned by the Utah Power and Light Company; thence N. 3°36' E. 63 feet, more or less, to a point on the South property line of a parcel of land owned by Neil Gardner; thence N. 3°36' E. 90 feet, more or less, to a point on the South line of said transmission corridor; thence Northerly, being parallel to and 20 feet distant Westerly from the Easterly line of said corridor 1820 feet, more or less, to a point on the quarter section line of said Section 26; continuing northerly, being parallel to and 20 feet distant Westerly from said Easterly line 1990 feet, more or less; thence N. 25°49' E. 35.4 feet, more or less, to a point on the Easterly line of said transmission corridor.

Owner: Utah Power & Light Company
Permanent Easement: 8.619 Acres (12,514.4 l.f.) 30' Easement

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