


WHEN RECORDED, MAIL TO:

Springville City
110 South Main Street
Springville, Utah 84663
Attention: City Attorney


ENT 55037:2010 PG 1 of 8
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Jul 01 1:11 pm FEE 0.00 BY CS
RECORDED FOR SPRINGVILLE CITY CORPORATIO

EASEMENT AGREEMENT
(Landscape)

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of May 27, 2010, by and between INTERMOUNTAIN POWER AGENCY, a political subdivision of the State of Utah, with an address of 10653 South River Front Parkway, Suite 120, South Jordan, Utah 84095, hereinafter called the "Grantor", and SPRINGVILLE CITY, a Utah municipality, with an address of 110 South Main Street, Springville, Utah 84663, hereinafter referred to as "Grantee" with reference to the following:

FOR AND IN CONSIDERATION OF the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee, its successors and assigns, a nonexclusive easement ("Easement") to install landscape improvements over and across a strip of land thirteen (13) feet wide located in Utah County, State of Utah (the "Easement Area"), more particularly described on the attached Exhibit A, which is incorporated herein by this reference. A depiction of the Easement Area is shown on Exhibit B, attached hereto and incorporated by this reference.

Grantee shall, at Grantee's sole cost and expense, promptly replace and repair and return to their prior condition any surface improvements disturbed during the course of the use, repair, maintenance, replacement or construction of the Facilities or in the exercise of any of Grantee's rights hereunder.

Grantor reserves and retains the right for Grantor to use the Easement Area and the right for Grantor to grant nonexclusive easements, rights of way and other use rights to other persons and/or entities to use the Easement Area, provided such use does not unreasonably interfere with the rights granted to Grantee hereunder.

Grantor shall not build or construct or permit to be built or constructed over or across the Easement Area any building or other improvements without the written consent of Grantee, which consent shall not be unreasonably withheld.

Grantor hereby reserves and retains the right, for good cause, to move and relocate the Easement and the Easement Area. The location of the relocated Facilities must be approved by Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. Upon Grantor's request, Grantee agrees to relocate the Facilities to any such relocated Easement and Easement Area, at Grantor's sole cost and expense. Grantor agrees to provide a substitute easement agreement, in the form of this instrument, to accommodate any such relocation, and this Agreement shall be extinguished and terminated upon the execution and recording by Grantor of a substitute easement agreement.

Grantee shall indemnify, defend and hold Grantor harmless from and against any loss, cost, damage or expense, including claims for death or injury to persons or damage to property, and including without limitation attorneys' fees and court costs, which may arise out of or in connection with or by reason of the use of the Easement Area by Grantee, its agents or employees.

If Grantor or Grantee shall bring any action for any relief against the other arising out of this Agreement, the non-prevailing party shall pay the prevailing party a reasonable sum for attorneys' fees and costs of collection, which shall be paid whether or not such action is prosecuted to judgment.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and the successors and assigns of the Grantee and may be assigned in whole or in part by Grantee.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first written above.

INTERMOUNTAIN POWER AGENCY, a political subdivision of the State of Utah

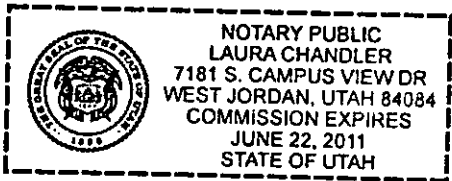
By: [Signature]
Name: James A. Hewlett
Its: General Manager

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

May The foregoing instrument was acknowledged before me this 27 day of _____, 2010, by James A. Hewlett, the General Manager of INTERMOUNTAIN POWER AGENCY.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:
06/22/2011



SPRINGVILLE CITY, a Utah municipality

By: *Wilford W. Clyde*
Name: Wilford W. Clyde
Its: Mayor

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

The foregoing instrument was acknowledged before me this 9 day of June, 2010, by Wilford W. Clyde the Mayor of SPRINGVILLE CITY.

Marcie S. Clark
NOTARY PUBLIC
Residing at: Springville, UT

My Commission Expires:
6-21-10



EXHIBIT A

(Legal Description of Easement Area)

The property referenced in the foregoing instrument is located in Utah County, Utah and is more particularly described as follows:

Easement 1:

A 13.00 FOOT WIDE PERMANENT, NON-EXCLUSIVE EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°11'49" WEST 397.07 FEET ALONG THE SOUTH LINE OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN TO THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, ALONG SAID WEST LINE NORTH 00°12'33" WEST 866.79 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 400 SOUTH STREET, ALONG SAID NORTH LINE NORTH 89°39'43" WEST 132.13 FEET AND NORTH 6.28 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING ON THE ARC OF A 407.18 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 89°55'52" WEST, AND THENCE NORTHERLY 129.77 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°15'40" AND A LONG CHORD OF NORTH 09°11'58" WEST 129.23 FEET TO A POINT OF REVERSE CURVATURE OF A 370.56 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY 75.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'30" AND A LONG CHORD OF NORTH 12°29'03" WEST 75.48 FEET; THENCE NORTH 00°18'46" EAST 394.25 FEET TO THE NORTH LINE OF PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED JANUARY 06, 1984 AS ENTRY NO. 622 OF THE UTAH COUNTY RECORDS; THENCE ALONG SAID NORTH LINE NORTH 89°30'26" EAST 13.00 FEET; THENCE SOUTH 00°18'46" WEST 357.81 FEET TO A POINT OF TANGENCY OF A 357.56 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 112.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°00'16" AND A LONG CHORD OF SOUTH 08°41'22" EAST 111.90 FEET TO A POINT OF REVERSE CURVATURE OF A 420.18 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 27.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'06" AND A LONG CHORD OF SOUTH 15°48'27" EAST 27.63 FEET; THENCE SOUTH 00°22'23" WEST 100.62 FEET TO THE POINT OF BEGINNING. SAID EASEMENT ENCOMPASSES 7,022 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

Easement 2:

A 13.00 FOOT WIDE PERMANENT, NON-EXCLUSIVE EASEMENT LOCATED IN THE EAST HALF OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF PROPERTY DESCRIBED IN THAT

CERTAIN WARRANTY DEED RECORDED DECEMBER 16, 1983 AS ENTRY NO. 38296 OF THE UTAH COUNTY RECORDS, SAID POINT BEING SOUTH 89°03'25" WEST 395.94 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN TO THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, ALONG SAID WEST LINE SOUTH 00°12'33" EAST 539.91 FEET TO SAID NORTH LINE AND ALONG SAID NORTH LINE NORTH 89°34'21" WEST 148.13 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 31, AND THENCE SOUTH 00°20'00" WEST 225.90 FEET TO THE WEST LINE OF SAID PROPERTY; THENCE ALONG SAID WEST LINE NORTH 10°02'49" WEST 72.15 FEET; THENCE NORTH 00°20'00" EAST 377.72 FEET TO A POINT OF TANGENCY OF A 1,020.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY 184.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'28" AND A LONG CHORD OF NORTH 04°51'14" WEST 184.53 FEET; THENCE NORTH 10°02'28" WEST 262.10 FEET TO THE NORTH LINE OF PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 15, 1983 AS ENTRY NO. 38201 OF SAID RECORDS; THENCE ALONG SAID NORTH LINE SOUTH 88°57'21" EAST 13.25 FEET; THENCE SOUTH 10°02'28" EAST 259.55 FEET TO A POINT OF TANGENCY OF A 1,033.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 187.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°22'28" AND A LONG CHORD OF SOUTH 04°51'14" EAST 186.88 FEET; THENCE SOUTH 00°20'00" WEST 222.79 FEET TO THE POINT OF BEGINNING. SAID EASEMENT ENCOMPASSES 11,179 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

EXHIBIT B

(Depiction of Easement Area)

[See Attached.]

F:\SPRINGVILLE PH. EXPANSION (1186) SURVEY\dwg\Subway Alignment.dwg

DATE	11/13/07
BY	BRADY
CHECKED BY	BRADY
PROJECT	SPRINGVILLE PH. EXPANSION
DESCRIPTION	SUBWAY ALIGNMENT

INTERMOUNTAIN POWER AGENCY
SPRINGVILLE, UTAH



IN SECTION 31, T7S,R3E, S13AM
EXHIBIT MAP

NO.	REVISION	DATE
1		

PROJECT NO. 1186-07
 SHEET NO. 1 of 1
 DATE 11/13/07

