

WHEN RECORDED, MAIL TO:

PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Attention: Jason S. Nichols

Affecting Tax Parcel ID No.: 26-046-0080

STORM DRAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to PROPERTY RESERVE, INC., a Utah non-profit corporation ("Grantor"), by INTERMOUNTAIN POWER AGENCY, a political subdivision of the State of Utah ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns, an easement ("Easement") to construct, operate, repair, and maintain a storm drainage utility line and related facilities (collectively, the "Facilities") onto, under and across the Easement Area (as defined below) as shown on the Site Plan (as defined below) containing 375 square feet (herein the "Easement Area"), which is more particularly described as follows:

A 15.00 foot wide 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 530.16 feet along the south line of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian and North 00°12'33" West 722.66 feet from the Southeast Corner of said Section 31, and thence South 89°47'27" West 24.43 feet; thence North 00°12'33" West 15.00 feet; thence North 89°47'27" East 24.89 feet to a point on the arc of a 624.00 foot radius non-tangent curve to the right, the center of which bears North 89°07'45" West; thence Southerly 15.01 feet along said curve through a central angle of 01°22'41" and a long chord of South 01°33'35" West 15.01 feet to the POINT OF BEGINNING. Said easement encompasses 370 square feet or 0.01 acres, more or less. *Ck by JJB 29 June 2010*

A depiction of the Easement Area (the "Site Plan") is shown on Exhibit A, attached hereto and incorporated by this reference.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be maintained.

Grantor reserves and retains the right for Grantor to use the Easement Area provided such use does not unreasonably interfere with the Facilities or any other rights granted to Grantee hereunder. Nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curbs and gutters, sidewalks, pavement, landscaping or other improvements over and across said Easement Area that do not unreasonably interfere with the Facilities or any other rights granted to Grantee hereunder.

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.

Grantee shall indemnify 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 representatives or employees, except to the extent caused by the negligence or intentional misconduct of Grantor.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of Grantor and Grantee.

This Storm Drain Easement shall automatically terminate and be of no further force or effect at such time as the Easement Area and Facilities are publically dedicated to, and accepted by, a governmental entity that accepts the Facilities and responsibility for such.


IN WITNESS WHEREOF, Grantor has caused this Storm Drain Easement to be executed on this 8th day of July, 2010.

GRANTOR: PROPERTY RESERVE INC.,
a Utah non-profit corporation

W By: *W. Kent Money*
Name: W. Kent Money
Title: President *W. Kent Money*

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 7th day of July, 2010, personally appeared before me W. Kent Money, known or satisfactorily proved to me to be the President of Property Reserve, Inc., a Utah non-profit corporation, who acknowledged to me that he signed the foregoing instrument as President for said corporation.

 JANET P. CHRISTENSEN
NOTARY PUBLIC - STATE OF UTAH
5 TRIAD CENTER, SUITE 325
SALT LAKE CITY, UT 84180
My Comm. Exp. 05/01/2012

Janet P. Christensen
Notary Public for Utah

[Further signatures and notaries are on the following page]

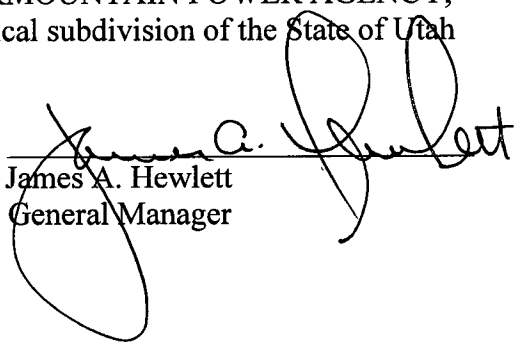
GRANTEE:

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

By:

Name: James A. Hewlett

Title: General Manager



STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 30 day of June, 2010, personally appeared before me James A. Hewlett known or satisfactorily proved to me to be the General Manager of Intermountain Power Agency, who acknowledged to me that he signed the foregoing instrument as General Manager for said entity.

WITNESS my hand and official seal.



Notary Public for the
State of Utah



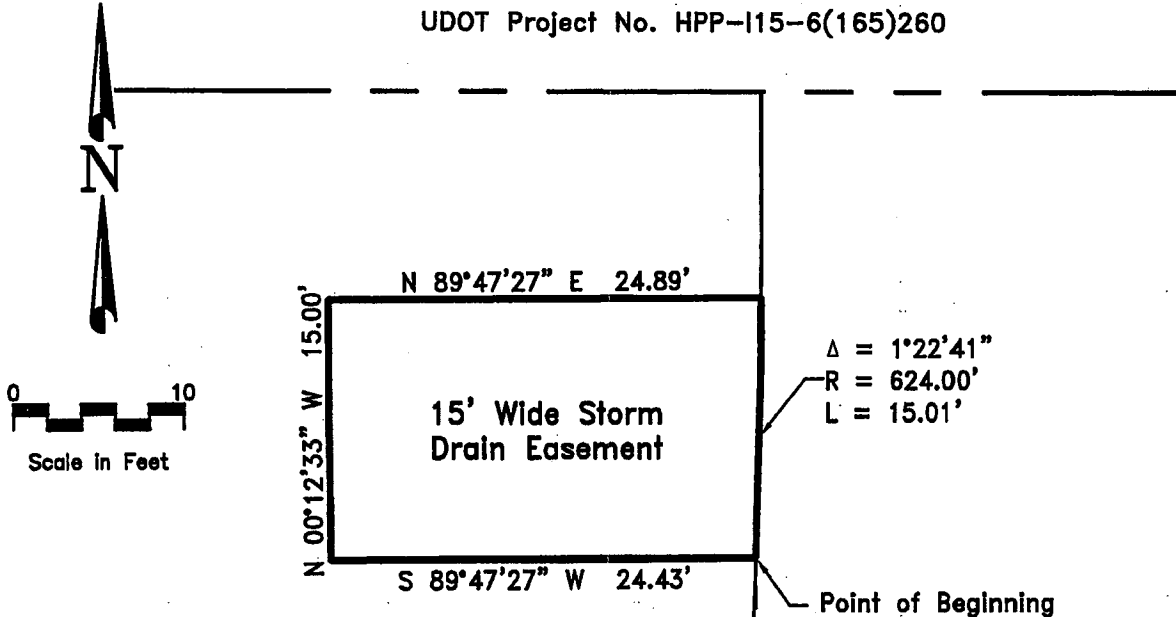
**EXHIBIT A
TO
STORM DRAIN EASEMENT**

Depiction of Easement Area

[See Attached]

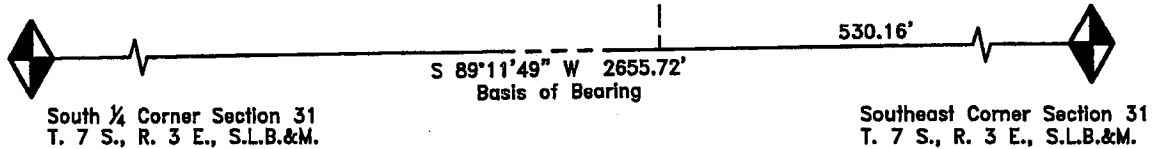
400 SOUTH STREET

UDOT Project No. HPP-115-6(165)260



Property Reserve, Inc.
Parcel 8
Entry No. 73346:2009

**IPA RAILCAR
SERVICE CENTER**



Dominion
Engineering Associates, L.C.
5884 South Green Street
Murray, Utah 84123 801-713-3000

EXHIBIT A
IN THE SE 1/4 OF SECTION 31, T7S, R3E, SLB&M

PROJECT NO.	1186-01
SHEET NO.	1 OF 1
DATE	1-10