

WHEN RECORDED, RETURN TO:  
PacifiCorp Energy  
Property Management Department  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116

## NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT

**PacifiCorp, an Oregon Corporation, dba PacifiCorp Energy** an Oregon corporation, whose address is 1407 West North Temple, Salt Lake City, Utah 84116, (“Grantor”) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Huntington Cleveland Irrigation Company, a non-profit mutual irrigation company organized under the laws of the State of Utah (“Grantee”) a perpetual non-exclusive easement and right of way (“Easement”) over and across certain parcels of real property owned by Grantor (“Grantor’s Land”) located in Emery County, Utah, more particularly described in Exhibit “A” hereto, for the sole purpose of constructing, operating, maintaining, repairing, inspecting and replacing a single pressurized irrigation pipeline and related facilities (the “Pipeline”) subject to the terms and conditions set forth below, over and through Grantor’s Land, said easement lying within a strip thirty (30) feet wide and extending fifteen (15) feet on each side of and lying parallel and adjacent to the lines of reference and projections thereof described more particularly in **Exhibit “B”**, hereto.

1. Grantee’s Use.

a. Grantee shall have a non-exclusive right to install, operate, inspect repair, replace, and maintain the Pipeline. During construction periods, not to exceed three (3) years from the date of this Easement, Grantee and its agents may use thirty-five (35) additional feet of Grantor’s property along and adjacent to said Easement in connection with the construction of said facilities.

b. Grantee will not store materials or refuel vehicles or equipment on Grantor’s Land. The use of hazardous materials is prohibited on Grantor’s Land.

c. Grantee acknowledges that Grantor’s existing or future 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. Grantee’s use of Grantor’s Land shall comply in all respects with National Electric Safety Code, and OSHA clearance standards. Grantee shall not make or allow any use of Grantor’s Land that is inconsistent with or that may interfere with Grantor’s operation, maintenance, repair, or upgrade of its existing power line facilities and installations or any additional power line facilities or installations that may be constructed hereafter.

d. At no time shall Grantee place, use or permit to be used on said Easement construction cranes or other equipment having a boom or similar attachment which may come in contact with Grantor's overhead electric lines. At no time shall Grantee place any equipment or material 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 shall maintain a minimum distance of twenty (20) feet between equipment and transmission line conductors (wires).

e. Grantee will not excavate within fifty (50) feet of Grantor's existing transmission structures. Grantee shall maintain a minimum distance of fifty (50) feet between the Pipeline and Grantor's structure(s) and transmission line conductors (wires). Grantee shall maintain a minimum distance of thirty-five (35) feet from finished grade to conductors. Grantee shall maintain a minimum distance of fifty (50) feet between approved facilities and the point where the transmission line (steel/wood pole/guy anchor/steel pole) enters the earth.

f. Grantee shall, at its own expense, promptly repair any damage to the Easement area or adjacent lands to Grantor's satisfaction caused by, or in any way arising out of, Grantee's use of the Easement, including replacing topsoil to the original surface contour or elevation. Grantee agrees to repair any surface damages due to erosion or settling that may occur due to natural precipitation events within the easement area. This commitment shall be for a period of ten (10) years or until native vegetation is established through natural processes. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

g. 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.

h. Grantee shall be solely responsible for the cost of any cathodic or other protection of the Pipeline necessitated by its proximity to Grantor's existing or future electric power lines.

i. Grantor's maintenance and future construction of additional power lines and other facilities require the use and operation of equipment weighing twenty thousand (20,000) pounds per axle (including wire pullers and similar equipment weighing in excess of one hundred thousand (100,000) pounds and cranes weighing one hundred thirty thousand (130,000) pounds above and over the Pipeline. Grantee shall bury the Pipeline to a depth that is sufficient to protect the Pipeline from Grantor's use of equipment with weights identified above. Grantee shall be solely responsible for any damage to Grantor's facilities caused any failure to meet this standard.

j. Grantee shall fully restore and level the surface of Grantor's Land, as nearly as can reasonably be done, from any damage caused by construction, inspection, maintenance, repairs or removal of the Pipeline. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

2. Right of Access. Grantee shall have the right of reasonable 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 such access does not interfere with Grantor's utility operations.

3. Grantor's Use. Grantor expressly reserves the right to use the Easement for any purpose that is not inconsistent with the purposes for which this Easement is granted, 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.

4. Use of Grantor's Remaining Property. This Easement shall impose no restrictions upon Grantor's use of Grantor's Land outside the Easement ("Grantor's Remaining Property.") Any uses of Grantor's Remaining Property, including but not limited to uses for electricity generation, transmission or other utility purposes, shall not be deemed to interfere with Grantee's uses under this Easement. Any use by Grantee of Grantor's Remaining Property shall be strictly limited to access as provided in this Easement. This Easement confers no secondary rights upon Grantee with respect to Grantor's Remaining Property.

5. 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.

6. Indemnification. Grantee shall protect, indemnify and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively "Indemnitees") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnitees or any of them in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly out of Grantee's use of or activities on or around Grantor's Land, except to the extent such losses, claims, liens, demands and causes of action are directly or indirectly caused by the Indemnitees. For purposes of this agreement, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules and regulations promulgated thereunder, relating to pollution or protection of the environment.

6. Damages. In addition to the general indemnification provisions above, Grantee agrees that if Grantee or its activities under this Easement cause any damage to Grantor's utility equipment or facilities, whether above or below ground, Grantee will reimburse Grantor for all costs incurred by Grantor to repair or replace such damaged equipment or facilities and all loss of income suffered by Grantor as a result of such damage. As used in this Easement, any reference to Grantor's equipment or facilities

shall include any equipment or facilities owned by third parties that are lawfully located on the Grantor's Land, whether by easement, license, lease, or otherwise.

7. 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 6.

8. 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.

9. 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.

IN WITNESS WHEREOF, this Easement shall be dated and effective upon the date of the last signature below:

**Grantor:**

PacifiCorp Energy, a division of PacifiCorp, an Oregon corporation

BB By: 

Its: Vice President

Dated: 1/14/10

**Grantee:**

Huntington Cleveland Irrigation Company, an non-profit mutual irrigation company organized under the laws of the State of Utah

By: \_\_\_\_\_

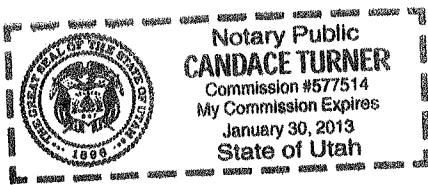
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

ACKNOWLEDGMENT

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

On this 14 day of January, 2010, personally appeared before me Joseph F Moore, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of PacifiCorp Energy a division of PacifiCorp, an Oregon corporation, and that the within and foregoing Non-Exclusive Pipeline Easement Agreement was signed on behalf of PacifiCorp Energy by actual authority.



Candace Turner  
Notary Public

My commission expires:

January 30, 2013

Residing at Salt Lake City, Utah

ACKNOWLEDGMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of Huntington Cleveland Irrigation Company, a non-profit mutual irrigation company organized under the laws of the State of Utah, and that the within and foregoing Non-Exclusive Pipeline Easement Agreement was signed on behalf of Huntington Cleveland Irrigation Company by actual authority.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

Residing at \_\_\_\_\_

**Exhibit "A"**  
**HCIC Water Pipeline Easement**  
**Emery County, Utah**

The properties on which these easements are located includes a portion of Sections 14, and 25, Township 17 South, Range 8 East, and Section 22, Township 17 South, Range 9 East, and Section 1, Township 18 South, Range 8 East, and Section 18, Township 16 South, Range 10 East, and Section 10, Township 17 South, Range 9 East, Salt Lake Base and Meridian, U.S. Survey.

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**[County Parcel No. U3-0040-0020] [PacifiCorp Parcel No. UTEM-0058]**

GRANTOR's property as described as follows in the Emery County land ownership records:

S/N 9-300-55 (232) #8873 XREF 5132 BEG ON THE E BNDRY LINE OF GRANTORS' LAND (BURNSIDE) AT A PT 1303.04 FT W & 846.48 FT N FROM E/4 COR, SEC 14, TWP 17 S, R 8 E; S 38°54'W 505.84 FT TO THE NE'LY R/W LINE OF UTAH STATE HIGHWAY 31; N 59°13'W (HIGHWAY BEARING) 131.32 FT ALONG SAID STATE HIGHWAY R/W; N 38°54'E 685.5 FT TO E BNDRY LINE OF SAID GRANTORS' LAND; S 207.02 FT ALONG SAID E BNDRY LINE TO BEG.° ALSO BEG ON THE S BNDRY LINE OF GRANTORS' LAND (BURNSIDE) AT A PT 1986.07 FT W ALONG 1/4 SEC LINE FROM E/4 COR; N 38°54'E 480.82 FT TO SW'LY R/W LINE OF UTAH STATE HIGHWAY 31; N 59°13'W 131.32 FT ALONG SAID STATE HIGHWAY R/W; S 38°54'W 567.18 FT TO S BNDRY LINE OF SAID GRANTORS' LAND; E 167.04 FT ALONG SAID S BNDRY LINE TO BEG.° ALSO BEG ON THE E BNDRY LINE OF GRANTORS' LAND (CONOVER) AT A PT 2606.1 FT W ALONG 1/4 SEC LINE & 768.42 FT S FROM E/4 COR; S 38°54'W 714.65 FT TO S BNDRY LINE OF SAID GRANTORS' LAND BEING PARALLEL TO & 65 FT PERPENDICULARLY DISTANT SE'LY FROM THE CENTERLINE OF HUNTINGTON-SPANISH FORK 345 KV POWER LINE; E 167.04 FT ALONG SAID S BNDRY LINE; N 38°54'E 448.64 FT TO THE E BNDRY LINE OF SAID GRANTORS' LAND; N 207.02 FT ALONG SAID E BNDRY LINE TO BEG.° ALSO BEG AT THE E BNDRY LINE OF GRANTORS' LAND (CONOVER) AT A PT 2606.1 FT W ALONG 1/4 SEC LINE & 561.4 FT S FROM E/4 COR; S 38°54'W 980.66 FT TO S BNDRY LINE OF SAID GRANTORS' LAND; E 167.04 FT ALONG SAID S BNDRY LINE; N 38°54'E 714.65 FT TO E BNDRY LINE OF SAID GRANTORS' LAND; N 207.02 FT ALONG SAID E BNDRY LINE TO BEG. (7.47 ACRES.)

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**[County Parcel No. U3-0045-0016] [PacifiCorp Parcel No. UTEM-0056]**

GRANTOR's property as described as follows in the Emery County land ownership records:

S/N 9-300-55 (232) #6685 XREF 5132 BEG NW COR, SW/4, SEC 25, TWP 17 S, R 8 E; S 60 RDS; E 40 RDS; N 60 RDS; W 40 RDS TO BEG. Co (15.06 ACRES.)

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**[County Parcel No. U3-0071-0004] [PacifiCorp Parcel No. UTEM-0042]**

GRANTOR's property, as described as follows in the Emery County land ownership records:

S/N 9-300-55 (232) #8560 XREF 5132 N/2 NW/4, SEC 22, TWP 17 S, R 9 E. (80.79 ACRES.)

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**[County Parcel No. U3-0059-0001] [PacifiCorp Parcel No. UTEM-0032]**

GRANTOR's property, as described as follows in the Emery County land ownership records:

S/N 9-300-55 (232) #6402 XREF 5132 BEG 1570 FT N,SW COR,NW/4 SW/4,SEC 10, TWP 17 S,R 9 E;N 458 FT;E 430 FT;S 458 FT;W 430 FT TO BEG. ALSO BEG CENTER,SEC 10;S 1320 FT;W 1320 FT;N 1 °16'47"W 379.74 FT;S 81 °11'15"E 212.58 FT;N 1020.12 FT;S 81 °11'15"E 455.30 FT;S 230 FT;E 660 FT TO BEG.ALSO BEG 708 FT N & 430 FT E,W/4 COR;E 430 FT;S 582.25 FT;N 79°32'19"W 437.27 FT;N 502.85 FT TO BEG.ALSO NW/4 NW/4 & BEG 708 FT N OF NW COR,NW/4 SW/4;E 860 FT;S TO A COUNTY ROAD R/W;E 1120 FT ALONG THE COUNTY ROAD;N TO N LINE OF SE/4 NW/4;W 1980 FT;S 612 FT TO BEG. (132.54 ACRES.)

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**[County Parcel No. U2-0101-0001] [PacifiCorp Parcel No. UTEM-0011]**

GRANTOR's property, as described as follows in the Emery County land ownership records:

S/N 9-300-55 (232) #10174 XREF 5132 NE/4 NE/4; & N21.82 ACRES,SE/4 NE/4,SEC 18, TWP 16 S,R 10 E. (62.69 ACRES.)

**Exhibit "B"**  
**HCIC Water Pipeline Easement**  
**Emery County, Utah**

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The property on which this easement is located includes a portion of Sections 14 and 25, Township 17 South, Range 8 East, Salt Lake Base and Meridian, U.S. Survey.

**[County Parcel No. U3-0040-0020] [PacifiCorp Parcel No. UTEM-0058]**

Beginning from a point on the Northwesternly line of the GRANTOR's property, said point lying Northeast 112 feet, more or less, from the Southwest corner of said GRANTOR's property; running thence Southeast 103 feet, more or less, to the South line of the GRANTOR's property lying West 39 feet, more or less, from the Southeast corner of said GRANTOR's property. **(0.08 acres)**

**[County Parcel No. U3-0045-0016] [PacifiCorp Parcel No. UTEM-0056]**

Beginning from a point on the West line of the GRANTOR's property, said point lying South 15 feet, more or less, from the Northwest corner of said GRANTOR's property; running thence East 664 feet, more or less, to the East line of the GRANTOR's property lying South 15 feet, more or less, from the Northeast corner of said GRANTOR's property. **(0.44 acres)**

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The property on which this easement is located includes a portion of Section 22, Township 17 South, Range 9 East, Salt Lake Base and Meridian, U.S. Survey.

**[County Parcel No. U3-0071-0004] [PacifiCorp Parcel No. UTEM-0042]**

Beginning from a point on the East line of the GRANTOR's property, said point lying South 15 feet, more or less, from the Northeast corner of said GRANTOR's property; running thence West 2,665 feet, more or less, to the West line of the GRANTOR's property lying South 15 feet, more or less, from the Northwest corner of said GRANTOR's property. **(1.91 acres)**

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The property on which this easement is located includes a portion of Section 10 and 18, Township 16 South, Range 9 East, and Section 18, Township 16 South, Range 10 East, Salt Lake Base and Meridian, U.S. Survey.

**[County Parcel No. U3-0059-0001] [PacifiCorp Parcel No. UTEM-0032]**

Beginning from a point on the South line of the GRANTOR's property, said point lying East 36 feet more or less from the Southwest corner of said GRANTOR's property; running thence Northeasterly 81 feet; thence running Northeast 1616 feet; running thence along a tangent curve to the Right 140 feet with an approximate radius of 200 feet to the East line of the GRANTOR's property lying more or less South 29 feet from the Northeast corner of said GRANTOR's property. **(1.26 acres)**

**[County Parcel No. U2-0101-0001] [PacifiCorp Parcel No. UTEM-0011]**

Beginning from a point on the West line of the GRANTOR's property, said point lying North 683 feet more or less from the Southwest corner of said GRANTOR's property; running thence along a tangent curve to the Left 48 feet with an approximate radius of 75 feet; running thence North 1323 feet to the North line of the GRANTOR's property lying more or less East 15 feet from the Northwest corner of said GRANTOR's property. **(0.95 acres)**