

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

NON-EXCLUSIVE EASEMENT AGREEMENT

PacifiCorp, 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 **Cottonwood Creek Consolidated Irrigation Company**, a non-profit mutual irrigation company organized under the laws of the State of Utah, whose address is P.O. Box 678, Orangeville, Utah 84537 (“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, laterally supporting, and replacing a water delivery pipeline system, water regulating reservoir, and related facilities (collectively, the “Facilities”) subject to the terms and conditions set forth below, said Easement lying within Easement No. 6 in Exhibit “B”, hereto and 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 at Easement Nos. 1 through 5 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 Facilities. During construction periods, not to exceed three (3) years from the execution date of this Easement, Grantee and its agents may use twenty (20) additional feet of Grantor’s property extending ten (10) feet on each side of and lying parallel and adjacent to said Easement in connection with the construction of said Facilities.

b. Grantee will not store materials for extended periods 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, pipelines, or generation facilities are or may be located within the Easement boundaries and agrees to conduct its activities in compliance with all applicable laws, codes, rules, regulations, and standards regarding such power lines. Grantee’s use of Grantor’s Land shall comply with National Electric Safety Code, and OSHA clearance standards. Except as provided in this Agreement, 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, pipeline, or generation facilities and installations or any additional powerline, pipeline, or generation facilities or installations that may be constructed hereafter.

d. Except at the Adobe Wash Reservoir and Dam site, Grantee shall at no time 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 within twenty (20) feet overhead electric lines. 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 Facilities 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. To the extent these distances provided in this paragraph prevent the reasonable exercise of Grantee's rights under this Agreement; the Easement boundaries will be altered as reasonably necessary.

f. Grantee shall, at its own expense, promptly repair any damage to the Easement area or adjacent lands to Grantor's reasonable 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 substantial material 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 three (3) years or until native vegetation is established through natural processes. If Grantee fails to do so within a reasonable amount of time after written request from Grantor, Grantor may perform the restoration work at Grantee's expense.

g. This Easement is limited to the construction of the identified Facilities along the route contemplated herein. Grantee may not install laterals, taps, or sub-feeds from the Facilities 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 Facilities 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 Facilities. Grantee shall bury that portion of the Facilities that will be placed underground to a depth that is sufficient to protect the Facilities from Grantor's use of equipment with weights identified above. Grantee shall be solely responsible for any damage to Grantee's facilities caused any failure to meet this standard.

j. Grantee shall 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 Facilities. If Grantee fails to do so within a reasonable amount of time after written request from Grantor, 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, provided that such access does not materially 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 Facilities 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. Indemnification. Grantee shall protect, defend, 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, or court cost, 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 caused by 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 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 Agreement 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. As used in this Section, 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 12 consecutive months, this Easement shall terminate thirty (30) days after written notice from Grantor. Upon termination Grantee shall remove its Facilities 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 Facilities in place and relinquish all right, title, and interest to the Facilities to Grantor.

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. Attorneys' Fees.

i. If a party to this Agreement commences an action or claim against the other party, whether litigation, arbitration or otherwise, respecting any dispute or claim arising out of or relating to this Agreement, each party shall be solely responsible for its own costs directly incurred related thereto and shall not have a right of contribution therefore or otherwise seek payment from the other party.

ii. Notwithstanding the foregoing, in the event a party commences an action or files a claim against the other party seeking to enforce any term or provision of this Agreement, PacifiCorp may be assessed or otherwise obligated to pay amounts related to such attorney fees otherwise chargeable to the corporation and which is chargeable to all shareholders, whether directly through a special assessment or indirectly through an annual-member minimum assessment. In such event, PacifiCorp, as a CCCIC shareholder, shall not be assessed an amount per Class A share greater than any other Class A shareholder. CCCIC Class B shares shall be assessed an amount per share as determined by the Board of Directors.

10. Governing Law. This agreement shall be governed by the laws of the State of Utah, without giving effects to its conflict of law rules contained therein.

11. Assignment. Grantee shall not assign or transfer its rights or interest in this Agreement without the written consent of Grantor.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between Grantor and Grantee with respect to the matters contained herein and supersedes all prior negotiations, representation or agreement, either rewritten or oral. This Agreement may be amended only by written instrument signed by both Grantor and Grantee.

13. Severability. In case a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

14. Interpretation. Each term hereof shall be construed simply according to its fair meaning and not strictly for or against either party. The parties have jointly prepared

this agreement, and no term hereof shall be construed against a party on the ground that the party is the author of that provision.

15. Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute the Agreement.

16. Signatures. Each individual executing this Agreement, represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he or she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he or she signs and that as a result of his or her signature, this Agreement shall be binding upon the party for which he or she signs.

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

Grantor:

PacifiCorp, an Oregon corporation

Signature: _____ Title: _____

Print Name: _____

Dated: _____

Grantee:

Cottonwood Creek Consolidated Irrigation Company, a non-profit mutual irrigation company organized under the laws of the State of Utah

Signature: _____ Title: _____

Print Name: _____

Dated: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2011, 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 PacifiCorp, an Oregon corporation, and that the within and foregoing Non-Exclusive Easement Agreement was signed on behalf of PacifiCorp by actual authority.

Notary Public

My commission expires:

Residing at _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2011, 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 Cottonwood Creek Consolidated 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 Easement Agreement was signed on behalf of Cottonwood Creek Consolidated Irrigation Company by actual authority.

Notary Public

My commission expires:

Residing at _____

Exhibit "A"

Easement Parcel 1

PacifiCorp Parcel UTEM-0514 (County Taxlot Number U5-34-5)
SE/4 of the NE/4 of Section 18, Township 19 South, Range 8 East, SLM, less and excepting state road 10 right of way.

Easement Parcel 2

PacifiCorp Parcel UTEM-0451 (County Taxlot Number U5-34-6)
The SE/4 of the NE/4 and the SE/4 of the SW/4 lying South of State Highway 10 in Section 17, Township 19 South, Range 8 East, SLM; the NE/4 of the SE/4 of Section 17, Township 19 South, Range 8 East, SLM.

Easement Parcel 3

PacifiCorp Parcel UTEM-0153 (County Taxlot Number U5-33-4)
The N/2 of the SE/4 of Section 17, Township 19 South, Range 8 East, SLM; the NW/4 of the SW/4 of Section 17, Township 19 South, Range 8 East, SLM; all of the N/2 lying south of State Highway No. 10, Section 17, Township 19 South, Range 8 East, SLM.

Easement Parcel 4

PacifiCorp Parcel UTEM-0120 (County Taxlot Number L4-16-12)
Beginning at the NW corner of the SW Quarter of Section 14, Township 18 South, Range 7 East, SLM; running thence S. 89° 56' 40" East 220 feet; thence S. 51° 11' 44" East 2,149.27 feet; thence N. 89° 58' 27" East 764.42 feet; thence N. 89° 46' 07" East 473.91 feet; thence N. 01° 02' 25" East 561.08 feet; thence S. 88° 01' 59" East 155.28 feet; thence S. 38° 44' 06" East 83.46 feet; thence N. 53° 27' 53" East 83.25 feet; thence N. 41° 06' 43" West 232.02 feet; thence N. 01° 09' 31" East 294.76 feet; thence N. 89° 47' 25" East 379.83 feet; thence N. 64° 05' 37" East 34.63 feet; thence N. 42° 53' 55" East 67.11 feet; thence N. 71° 14' 01" East 287.53 feet; thence South 1,150 feet; thence East 1,320 feet; thence South 1,320 feet; thence West 5,280 feet; thence North 2,640 feet to point of beginning.

Easement Parcel 5

PacifiCorp Parcel UTEM-0120 (County Taxlot Number L4-16-12 and L4-18-01)
Beginning at the NW corner of the SW Quarter of Section 14, Township 18 South, Range 7 East, SLM; running thence S. 89° 56' 40" East 220 feet; thence S. 51° 11' 44" East 2,149.27 feet; thence N. 89° 58' 27" East 764.42 feet; thence N. 89° 46' 07" East 473.91 feet; thence N. 01° 02' 25" East 561.08 feet; thence S. 88° 01' 59" East 155.28 feet; thence S. 38° 44' 06" East 83.46 feet; thence N. 53° 27' 53" East 83.25 feet; thence N. 41° 06' 43" West 232.02 feet; thence N. 01° 09' 31" East 294.76 feet; thence N. 89° 47' 25" East 379.83 feet; thence N. 64° 05' 37" East 34.63 feet; thence N. 42° 53' 55" East 67.11 feet; thence N. 71° 14' 01" East 287.53 feet; thence South 1,150 feet; thence East 1,320 feet; thence South 1,320 feet; thence West 5,280 feet; thence North 2,640 feet to point of beginning.

Easement Parcel 6

PacifiCorp Parcel UTEM-0136 (County Taxlot Number L4-19-06)
The North/2 of the SE/4 of the SW/4 of Section 24, Township 18 South, Range 7 East, SLM.

Exhibit "B"

Easement No. 1

Beginning at a point on Grantor's north property line which is West, 15.00 feet along the 40 acres line from the Northeast corner of the Southeast quarter of the Northeast quarter of Section 18, Township 19 South, Range 8 East, SLB&M; thence S 0°30'32" E, 1,031.31 feet more or less to the Grantor's south property line.

Easement No. 2

Beginning at a point on Grantor's north property line which is N 0°29'53" W, 98.77 feet along the 40 acres line and West, 15.00 feet from the East quarter corner of Section 18, Township 19 South, Range 8 East, SLB&M; thence S 0°29'53" E, 1,435.74 feet more or less to the Grantor's south property line.

Easement No. 3

Beginning at a point on Grantor's west property line which is S 0°29'53" E, 860.74 feet along the 40 acres line from the East quarter corner of Section 18, Township 19 South, Range 8 East, SLB&M; thence S 66°10'09" E, 409.88 feet; thence S 73°46'39" E, 447.76 feet; thence S 75°33'34" E, 553.64 feet more or less to the Grantor's east property line.

Easement No. 4

Beginning at a point on Grantor's north property line which is N 89°48'04" E, 2.69 feet along the 40 acre line from the West quarter corner of Section 14, Township 18 South, Range 7 East, SLB&M; thence S 28°50'34" E, 348.96 feet; thence S 78°58'24" E, 509.87 feet more or less to Grantor's east property line.

Easement No. 5

Beginning at a point on Grantor's north property line which is S 89°43'10" W, 451.27 feet along the 40 acre line from the Northeast corner of the Southeast quarter of the Southwest quarter of Section 14, Township 18 South, Range 7 East, SLB&M; thence S 40°58'24" E, 17.19 feet; thence S 38°47'23" E, 57.00 feet; thence S 65°18'59" E, 145.77 feet to the beginning of a circular curve to the right having a radius of 200.00 feet and a central angle of 35°47'30"; thence southeasterly 124.94 feet along the arc of said curve (chord bears S 47°25'14" E, 122.92 feet); thence S 29°31'29" E, 186.87 feet; thence S 18°20'14" E, 444.80 feet; thence S 38°27'19" E, 1,034.31 feet; thence S 76°13'42" E, 290.98 feet; thence S 65°58'56" E, 412.32 feet; thence S 72°45'40" E, 143.62 feet; thence S 63°50'06" E, 908.36 feet; thence S 24°47'44" E, 460.64 feet; thence S 05°43'14" W, 138.58 feet more or less to Grantor's south property line

Easement No. 6

That portion of the Southeast quarter of the Southwest quarter of Section 24, Township 18 South, Range 7 East, SLB&M that lies south and west of the Highway SR-57 right-of-way and more particularly described as follows: Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 24, Township 18 South, Range 7 East, SLB&M and running thence S 0°18'46" E, 1,339.02 feet along 40 acre line to the Southwest corner of said Southeast quarter; thence N 89°39'59" E, 1,339.05 feet along 40 acre line to the Southeast corner of said Southeast quarter; thence N 0°26'59" W, 291.912 feet along 40 acre line to the southwesterly right-of-way of Highway SR-57; thence Northwesterly along said right-of-way to the north line of said Southeast quarter; thence S 89°36'18" W, 675.83 feet along 40 acre line to the point of beginning. Parcel containing 29.88 acres more or less.