

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND GRANT FOUR PERPETUAL EASEMENTS TO ROCKY MOUNTAIN POWER IN THE CITY OF SOUTH JORDAN

RECITALS

A. Salt Lake County (the “County”) owns several parcels of real property located at approximately 10004 South 4800 West and 9800 South County Road Parcel Nos. 26-12-400-006, 26-12-400-009, 26-12-400-011, and 26-12-400-012) in South Jordan, Utah, which is part of the Bingham Creek Regional Park (the “Park”).

B. The County desires to have electric utilities installed within the Park in order to provide electricity to the park for lighting and other purposes.

C. Rocky Mountain Power, an unincorporated division of PacificCorp (“RMP”) would like to acquire four perpetual non-exclusive easements across different portions of the park to construct, operate, maintain, repair, and replace electric power transmission lines and necessary accessories and appurtenances (“Power Line Facilities”).

D. In order to facilitate RMP’s installation of the Power Line Facilities, the County has agreed to provide RMP with four perpetual easements within the Park (Parcel Nos. 26-12-400-006, 26-12-400-009, 26-12-400-011, and 26-12-400-012) to allow for the construction, maintenance, and repair of the Power Line Facilities.

E. The County and RMP have prepared four Right of Way Easements (the “ROW Easements”) wherein the County grants four perpetual non-exclusive easements to RMP for the construction, maintenance, and repair of the Power Line Facilities.

F. It has been determined that RMP’s installation, maintenance, and repair of the Power Line Facilities constitute fair and adequate consideration for the grant of said easements,

and that no other fee shall be required for the easements because of the benefit the Power Line Facilities will provide to the Park.

G. It has been determined that the best interests of the County and the general public will be served by granting the perpetual non-exclusive easement interests to RMP as provided in the ROW Easements attached hereto as Exhibit A-1 through Exhibit A-4.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the attached Easements are granted, accepted and approved, and the Mayor and County Clerk are hereby authorized to grant the ROW Easements attached hereto as Exhibit A-1 through Exhibit A-4, and to deliver the fully executed documents to the County Real Estate Division for delivery to RMP.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Steve DeBry, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Council Member Alvord voting \_\_\_\_\_  
Council Member Bradley voting \_\_\_\_\_  
Council Member Bradshaw voting \_\_\_\_\_  
Council Member DeBry voting \_\_\_\_\_  
Council Member Granato voting \_\_\_\_\_  
Council Member Newton voting \_\_\_\_\_  
Council Member Snelgrove voting \_\_\_\_\_  
Council Member Stringham voting \_\_\_\_\_  
Council Member Theodore voting \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Timothy J. Bywater  
Deputy District Attorney

**Exhibit A-1**

Perpetual Easement

For Power Facility Easement on Parcel 26-12-400-006

**Exhibit A-2**

Perpetual Easement

For Power Facility Easement on Parcel 26-12-400-012

**Exhibit A-3**

Perpetual Easement

For Power Facility Easement on Parcel 26-12-400-011

**Exhibit A-4**

Perpetual Easement

For Power Facility Easement on Parcel 26-12-400-009

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder / Brian Bridge

1407 West North Temple Suite 110

Salt Lake City, UT 84116

Project Name: Bingham Creek Park

WO#: 006972400

RW#:

### **RIGHT OF WAY EASEMENT**

For value received, Salt Lake County, a body corporate and politic of the State of Utah (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns (“Grantee”), an easement for a right of way **10** feet in width and **210** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, and vaults (“Power Line Facilities”) on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) “A” and “B” attached hereto and by this reference made a part hereof (the “Easement Area”):

Legal Description:                      See Exhibit A

Assessor Parcel No.                      26-12-400-006

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

At all times, Grantee shall maintain the Power Line Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Power Line Facilities in compliance with all applicable governmental requirements. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

Upon completion of the Power Line Facilities or any other activities that disturb the surface of Grantor’s property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

Grantee shall use the Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantor from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Grantee's use and occupation of the Easement Area or any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement Area, except to the extent caused by the negligence of Grantor.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**  
SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_  
Sherrie Swensen, Salt Lake County Clerk

**GRANTEE:**  
ROCKY MOUNTAIN POWER an unincorporated division  
of PacifiCorp

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

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]



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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Easement was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

STATE OF UTAH                    )  
  ) ss.  
COUNTY SALT LAKE            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Rocky Mountain Power an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said \_\_\_\_\_ duly acknowledged to me that said corporation executed the same.

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

# Easement Description

## **3858.001:PE**

A perpetual easement being a strip of land 10.00 feet in width lying within an entire tract of land described in that Warranty Deed recorded August 19, 1969 as Entry No. 2299951 in Book 2782, at Page 173 in the Office of the Salt Lake County Recorder; said easement is located in the Southeast Quarter of Section 12, Township 3 South, Range 2 West, Salt Lake Base and Meridian. The sidelines of said 10.0 - foot wide strip of land lies 5.0 feet on each side of the following described centerline:

**Beginning** at a point on the easterly boundary line of said entire tract, which is 990.00 feet N. 89°43'01" W. and 498.12 feet N. 00°12'50" E. from the Southeast corner of said Section 12; thence N. 16°33'05" W. 12.96 feet; thence N. 38°36'41" W. 50.68 feet; thence N. 35°51'24" W. 146.64 feet to the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said easterly boundary line of the entire tract and terminate at right angles to said centerline.

The above-described perpetual easement contains 2,103 square feet in area or 0.048 acre, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** The Basis of Bearing is N. 89°43'01" W. along the Section line between the Southeast Corner and the South Quarter Corner of said Section 12, T3S, R2W, SLB&M.

CC#: 11431 | WO#: 006979579

Landowner Name: Salt Lake County

Drawn / Prepared By: BFM | RE#: 3858

# EXHIBIT A

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement

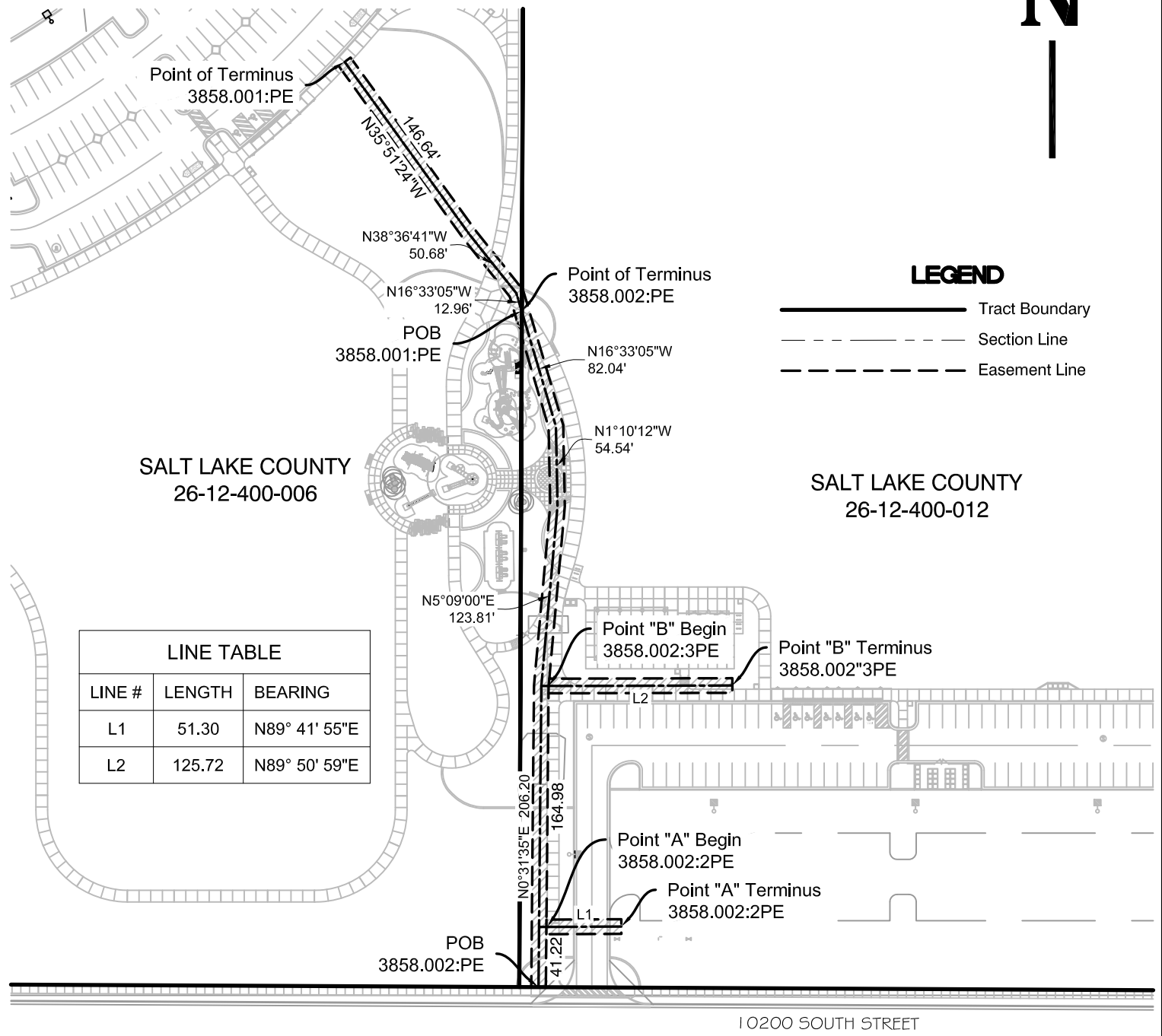


SHEET: 4 of 5

SCALE: 1"=100'

# Property Description

Southeast Quarter, Section 12, Township 3 South, Range 2 West,  
 Salt Lake Base and Meridian  
 Salt Lake County, State of Utah  
 Parcel Number: 26-12-400-012 and 26-12-400-006



### LEGEND

- Tract Boundary
- Section Line
- Easement Line

SALT LAKE COUNTY  
26-12-400-006

SALT LAKE COUNTY  
26-12-400-012

LINE TABLE		
LINE #	LENGTH	BEARING
L1	51.30	N89° 41' 55"E
L2	125.72	N89° 50' 59"E

CC#: 11431	WO#: 006979579
Landowner Name: Salt Lake County	
Drawn / Prepared By: BFM	RE#: 3858

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SHEET: 5 of 5

SCALE: 1"=100'

# EXHIBIT B



REV05042015

Return to:

Rocky Mountain Power

Lisa Louder / Brian Bridge

1407 West North Temple Suite 110

Salt Lake City, UT 84116

Project Name: Bingham Creek Park

WO#: 006972400

RW#:

### **RIGHT OF WAY EASEMENT**

For value received, Salt Lake County, a body corporate and politic of the State of Utah (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns (“Grantee”), an easement for a right of way 10 feet in width and 644 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, and vaults (“Power Line Facilities”) on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) “A” and “B” attached hereto and by this reference made a part hereof (the “Easement Area”):

Legal Description:                      See Exhibit A

Assessor Parcel No.                      26-12-400-012

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

At all times, Grantee shall maintain the Power Line Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Power Line Facilities in compliance with all applicable governmental requirements. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

Upon completion of the Power Line Facilities or any other activities that disturb the surface of Grantor’s property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

Grantee shall use the Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantor from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Grantee's use and occupation of the Easement Area or any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement Area, except to the extent caused by the negligence of Grantor.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**  
SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_  
Sherrie Swensen, Salt Lake County Clerk

**GRANTEE:**  
ROCKY MOUNTAIN POWER an unincorporated division  
of PacifiCorp

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

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Easement was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

STATE OF UTAH                    )  
  ) ss.  
COUNTY SALT LAKE            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Rocky Mountain Power an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said \_\_\_\_\_duly acknowledged to me that said corporation executed the same.

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

# Easement Description

Three perpetual easements being 10.00 foot wide strips of land lying within an entire tract of land described as "South Parcel" in that Warranty Deed recorded February 16, 1996 as Entry No. 6282528 in Book 7332, at Page 660 in the Office of the Salt Lake County Recorder; said easements are located in the Southeast Quarter of Section 12, Township 3 South, Range 2 West, Salt Lake Base and Meridian. The sidelines of said 10.00 - foot wide strip of land lies 5.00 feet on each side of the following described centerlines:

### **3858.002:PE**

**Beginning** at a point on the southerly boundary line of said entire tract, which is 976.66 feet N. 89°43'01" W. along the Section line and 35.50 feet North from the Southeast corner of said Section 12; thence N. 00°31'35" E. 41.22 feet to Point "A"; thence N. 00°31'35" E. 164.98 feet to Point "B"; thence N. 05°09'00" E. 123.81 feet; thence N. 01°10'12" W. 54.54 feet; thence N. 16°33'05" W. 82.04 feet to the westerly boundary line of said entire tract and **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said southerly boundary line of the entire tract and terminate at said westerly boundary line of said entire tract.

The above-described perpetual easement contains 6,435 square feet in area or 0.147 acre, more or less.

### **3858.002:2PE**

**Also**, a 10-foot wide perpetual easement having 5.0 feet on each side of the following described centerline:

**Beginning** at a point in the easterly sideline 5.00 feet N. 89°41'55" E. of Point "A" in the above described perpetual easement; thence N. 89°41'55" E. 51.30 feet to an existing power vault and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said easterly sideline and terminate at right angles to said centerline.

The above-described perpetual easement contains 513 square feet in area or 0.011 acre, more or less.

### **3858.002:3PE**

**Also**, a 10-foot wide perpetual easement having 5.0 feet on each side of the following described centerline:

**Beginning** at a point in the easterly sideline 5.02 feet N. 89°41'55" E. of Point "B" in the above described easement: thence N. 89°50'59" E. 125.72 feet to an existing power vault and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said easterly sideline and terminate at right angles to said centerline.

The above-described perpetual easement contains 1,256 square feet in area or 0.028 acre, more or less.

**BALANCE:** The sum of the above-described perpetual easements contains 6,435 square feet or 0.147 acre, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** The Basis of Bearing is N. 89°43'01" W. along the Section line between the Southeast Corner and the South Quarter Corner of said Section 12, T3S, R2W, SLB&M.

CC#: 11431 WO#: 006979579

Landowner Name: Salt Lake County

Drawn / Prepared By: BFM RE#: 3858

# EXHIBIT A

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement

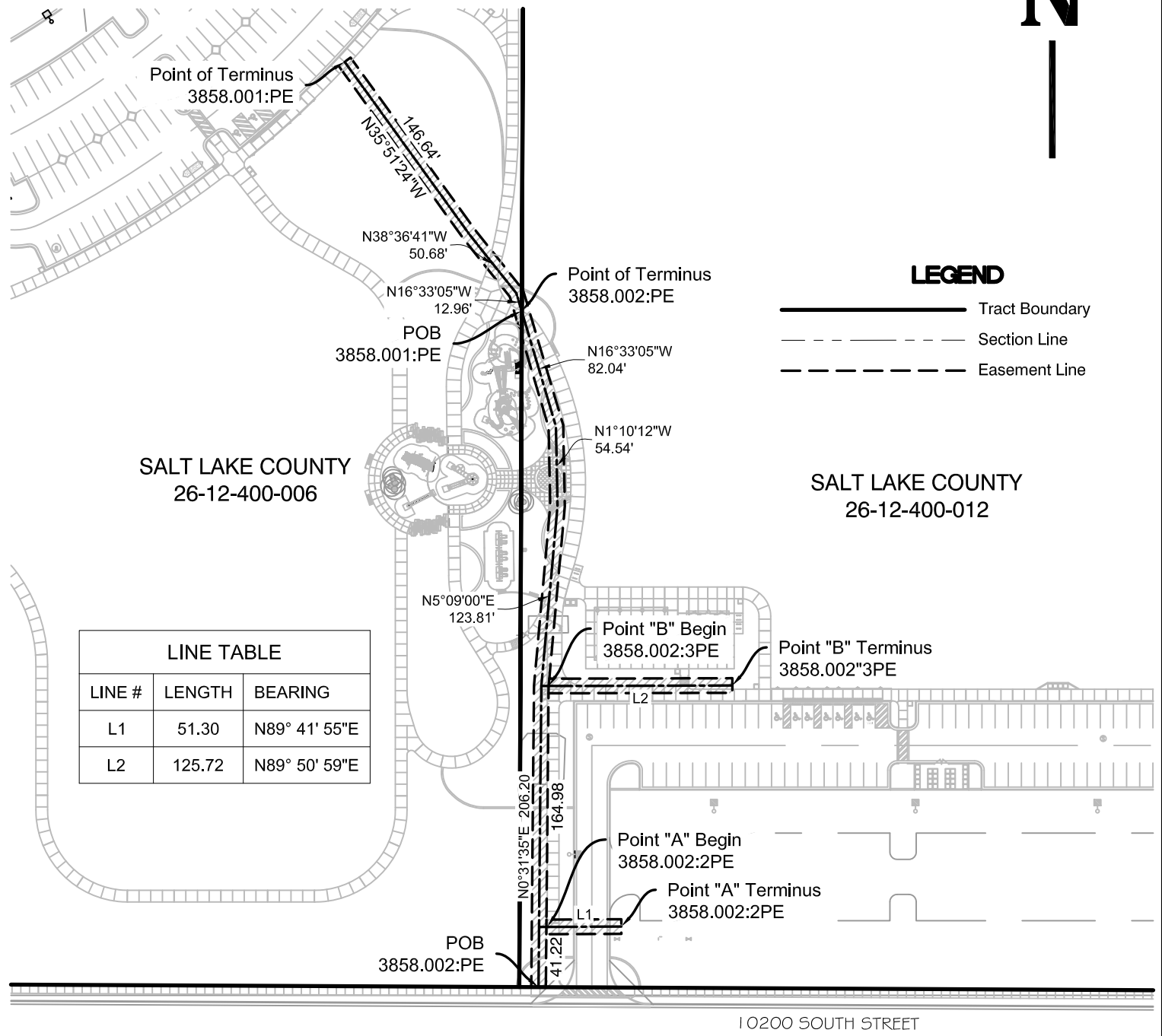


SHEET: 4 of 5

SCALE: 1"=100'

# Property Description

Southeast Quarter, Section 12, Township 3 South, Range 2 West,  
 Salt Lake Base and Meridian  
 Salt Lake County, State of Utah  
 Parcel Number: 26-12-400-012 and 26-12-400-006



## LEGEND

- Tract Boundary
- Section Line
- Easement Line

LINE TABLE		
LINE #	LENGTH	BEARING
L1	51.30	N89° 41' 55"E
L2	125.72	N89° 50' 59"E

CC#: 11431	WO#: 006979579
Landowner Name: Salt Lake County	
Drawn / Prepared By: BFM	RE#: 3858

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SHEET: 5 of 5

SCALE: 1"=100'

# EXHIBIT B





REV05042015

Return to:

Rocky Mountain Power

Lisa Louder / Brian Bridge

1407 West North Temple Suite 110

Salt Lake City, UT 84116

Project Name: Bingham Creek Park

WO#: 006972400

RW#:

### **RIGHT OF WAY EASEMENT**

For value received, Salt Lake County, a body corporate and politic of the State of Utah (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns (“Grantee”), an easement for a right of way **10** feet in width and **202** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, and vaults (“Power Line Facilities”) on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) “A” and “B” attached hereto and by this reference made a part hereof (the “Easement Area”):

Legal Description:                      See Exhibit A

Assessor Parcel No.                      26-12-400-011

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

At all times, Grantee shall maintain the Power Line Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Power Line Facilities in compliance with all applicable governmental requirements. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

Upon completion of the Power Line Facilities or any other activities that disturb the surface of Grantor’s property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

Grantee shall use the Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantor from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Grantee's use and occupation of the Easement Area or any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement Area, except to the extent caused by the negligence of Grantor.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**  
SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_  
Sherrie Swensen, Salt Lake County Clerk

**GRANTEE:**  
ROCKY MOUNTAIN POWER an unincorporated division  
of PacifiCorp

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

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Easement was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

STATE OF UTAH                    )  
  ) ss.  
COUNTY SALT LAKE            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Rocky Mountain Power an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said \_\_\_\_\_ duly acknowledged to me that said corporation executed the same.

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

# Easement Description

**3858.003:PE**

A perpetual easement being a strip of land 10.00 feet in width lying within an entire tract of land described as "North Parcel" in that Warranty Deed recorded February 16, 1996 as Entry No. 6282528 in Book 7332, at Page 660 in the Office of the Salt Lake County Recorder; said easement is located in the Southeast Quarter of Section 12, Township 3 South, Range 2 West, Salt Lake Base and Meridian. The sidelines of said 10.00 - foot wide strip of land lies 5.00 feet on each side of the following described centerline:

**Beginning** at a point on the easterly boundary line of said entire tract, which is 40.50 feet N. 89°43'01" W. and 1305.08 feet N. 00°12'50" E. from the Southeast corner of said Section 12; thence N. 89°41'09" W. 122.47 feet; thence N. 79°09'38" W. 79.52 feet to the northerly boundary line of said entire tract and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said easterly boundary line of the entire tract and terminate at said northerly boundary line of said entire tract.

The above-described perpetual easement contains 2,001 square feet in area or 0.045 acre, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** The Basis of Bearing is N. 89°43'01" W. along the Section line between the Southeast Corner and the South Quarter Corner of said Section 12, T3S, R2W, SLB&M.

CC#: 11431 | WO#: 006979579

Landowner Name: Salt Lake County

Drawn / Prepared By: BFM | RE#: 3858

# EXHIBIT A

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement



SHEET: 4 of 5

SCALE: 1"=100'

# Property Description

Southeast Quarter, Section 12, Township 3 South, Range 2 West,  
 Salt Lake Base and Meridian  
 Salt Lake County, State of Utah  
 Parcel Number: 26-12-400-011 and 26-12-400-009



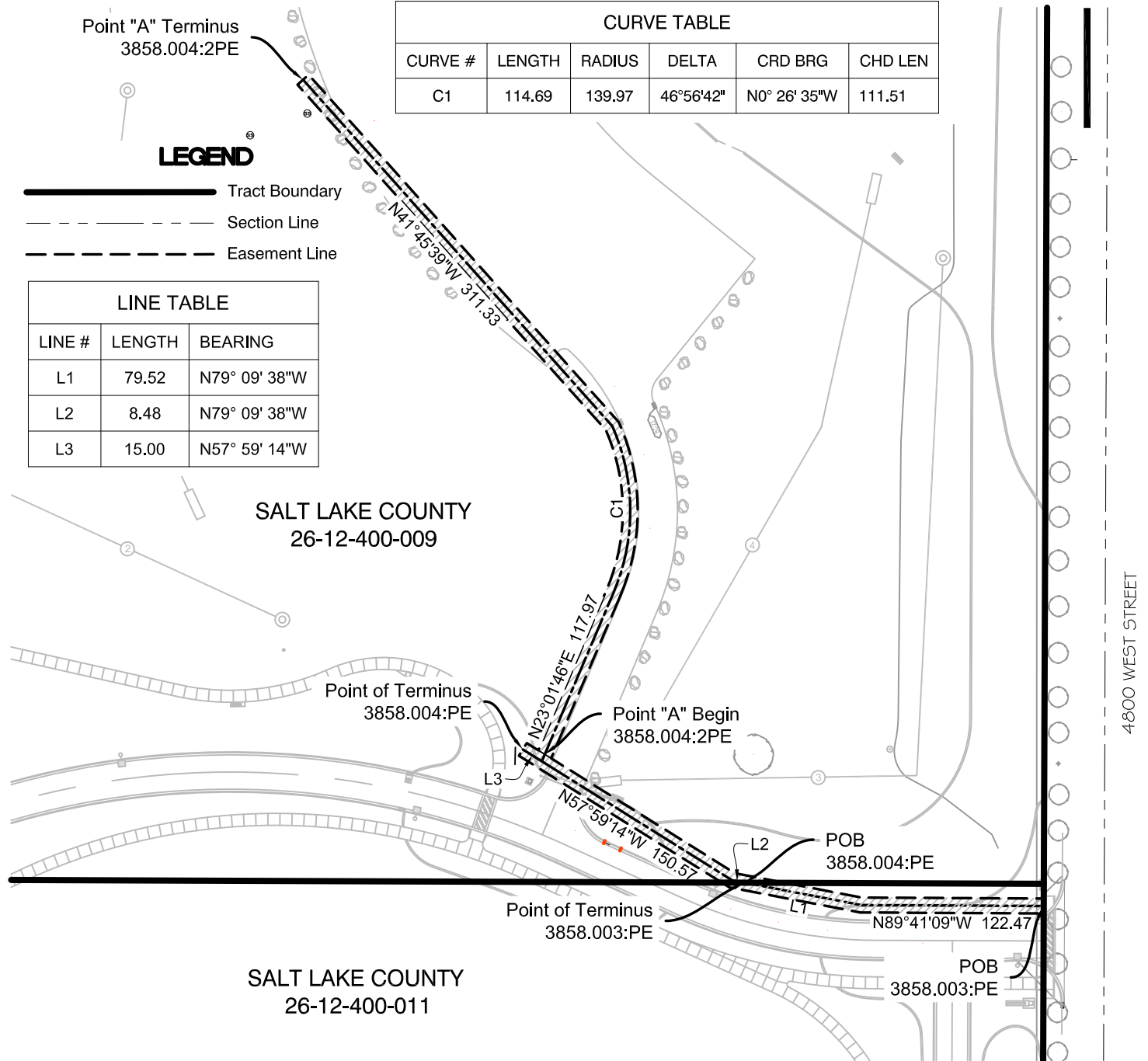
Point "A" Terminus  
 3858.004:2PE

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CRD BRG	CHD LEN
C1	114.69	139.97	46°56'42"	N0° 26' 35"W	111.51

## LEGEND

- Tract Boundary
- Section Line
- Easement Line

LINE TABLE		
LINE #	LENGTH	BEARING
L1	79.52	N79° 09' 38"W
L2	8.48	N79° 09' 38"W
L3	15.00	N57° 59' 14"W



CC#: 11431	WO#: 006979579
Landowner Name: Salt Lake County	
Drawn / Prepared By: BFM	RE#: 3858

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# EXHIBIT B



SHEET: 5 of 5

SCALE: 1"=100'

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder / Brian Bridge

1407 West North Temple Suite 110

Salt Lake City, UT 84116

Project Name: Bingham Creek Park

WO#: 006972400

RW#:

### **RIGHT OF WAY EASEMENT**

For value received, Salt Lake County, a body corporate and politic of the State of Utah (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns (“Grantee”), an easement for a right of way **10** feet in width and **721** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, and vaults (“Power Line Facilities”) on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) “A” and “B” attached hereto and by this reference made a part hereof (the “Easement Area”):

Legal Description:                      See Exhibit A

Assessor Parcel No.                      26-12-400-009

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

At all times, Grantee shall maintain the Power Line Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Power Line Facilities in compliance with all applicable governmental requirements. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

Upon completion of the Power Line Facilities or any other activities that disturb the surface of Grantor’s property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

Grantee shall use the Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantor from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Grantee's use and occupation of the Easement Area or any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement Area, except to the extent caused by the negligence of Grantor.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**  
SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_  
Sherrie Swensen, Salt Lake County Clerk

**GRANTEE:**  
ROCKY MOUNTAIN POWER an unincorporated division  
of PacifiCorp

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

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Easement was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

STATE OF UTAH                    )  
  ) ss.  
COUNTY SALT LAKE            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me \_\_\_\_\_, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Rocky Mountain Power an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said \_\_\_\_\_ duly acknowledged to me that said corporation executed the same.

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



# Easement Description

Two perpetual easements being 10.00 feet wide strips of land lying within an entire tract of land described in that Warranty Deed recorded August 19, 1969 as Entry No. 2299951 in Book 2782, at Page 173 in the Office of the Salt Lake County Recorder; said easements are located in the Southeast Quarter of Section 12, Township 3 South, Range 2 West, Salt Lake Base and Meridian. The sidelines of said 10.0 - foot wide strip of land lies 5.0 feet on each side of the following described centerlines:

**3858.004:PE**

**Beginning** at a point on a southerly boundary line of said entire tract, which is 236.20 feet N. 89°43'01" W. along the Section line and 1319.72 feet North from the Southeast corner of said Section 12; thence N. 79°09'38" W. 8.48 feet; thence N. 57°59'14" W. 150.57 feet to Point "A"; thence N. 57°59'14" W. 15.00 feet to the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said southerly boundary line of the entire tract and terminate at right angles to said centerline.

The above-described perpetual easement contains 1,759 square feet in area or 0.040 acre, more or less.

**3858.004:2PE**

**Also**, a 10-foot wide perpetual easement having 5.0 feet on each side of the following described centerline:

**Beginning** at a point on the northeasterly sideline of the above described perpetual easement, which is 5.06 feet N. 23°01'46" E. from the above described Point "A"; thence N. 23°01'46" E. 117.97 to the point of tangency with a 139.97 - foot radius curve to the left, concave westerly (Radius point bears N. 66°58'14" W.); thence northerly 114.69 feet along the arc of said curve, through a central angle of 46°56'42" (Chord bears N. 00°26'35" W. 111.51 feet); thence N. 41°45'39" W. 311.33 feet to the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said northeasterly sideline and terminate at right angles to said centerline.

The above-described perpetual easement contains 5,440 square feet in area or 0.124 acre, more or less.

**BALANCE:** The sum of the above described perpetual easements equals 7200 square feet in area or 0.165 acre, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** The Basis of Bearing is N. 89°43'01" W. along the Section line between the Southeast Corner and the South Quarter Corner of said Section 12, T3S, R2W, SLB&M.

CC#: 11431	WO#: 006979579
Landowner Name: Salt Lake County	
Drawn / Prepared By: BFM	RE#: 3858

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**EXHIBIT A**



SHEET: 4 of 5

SCALE: 1"=100'

# Property Description

Southeast Quarter, Section 12, Township 3 South, Range 2 West,  
 Salt Lake Base and Meridian  
 Salt Lake County, State of Utah  
 Parcel Number: 26-12-400-011 and 26-12-400-009



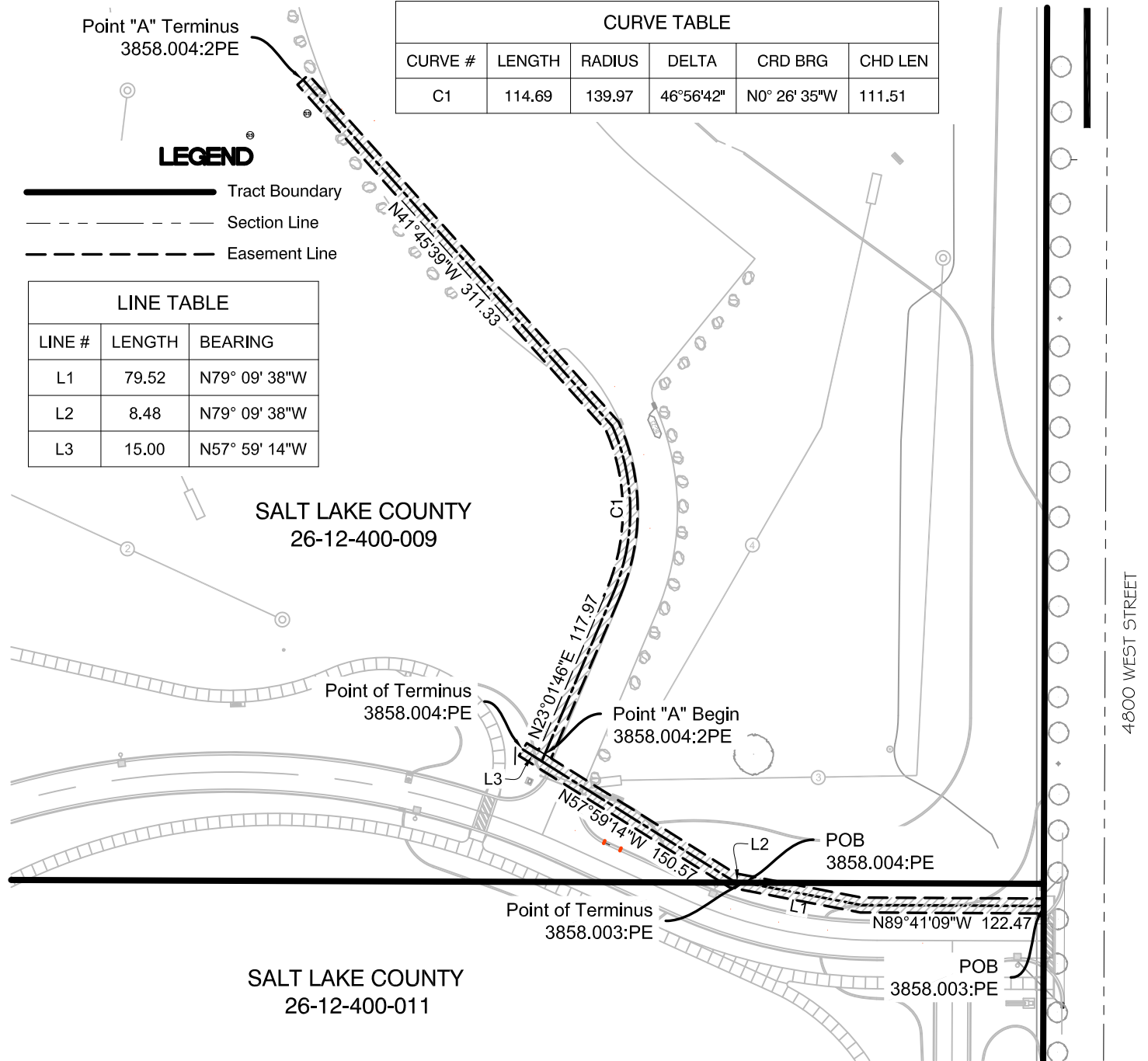
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SALT LAKE COUNTY  
 26-12-400-009

SALT LAKE COUNTY  
 26-12-400-011

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SHEET: 5 of 5

SCALE: 1"=100'