

REV05042015

Return to:

Rocky Mountain Power  
Lisa Louder / Heather Christiansen  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: Daybreak Library  
WO#: 6531859  
RW#:

### **RIGHT OF WAY EASEMENT AND RELEASE**

The parties acknowledge that this instrument completely replaces the Right of Way Easement recorded as Entry Number 13204905 in Book 10902 at Page 8000 on February 28, 2020, which is separately revoked by an instrument simultaneously recorded by Salt Lake County.

For value received, **MUNICIPAL BUILDING AUTHORITY OF SALT LAKE COUNTY, UTAH**, a nonprofit corporation duly organized under the laws 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 10.0 feet in width and 132.40 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: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets (“Power Line Facilities”), on, over, 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 “**A & B**” attached hereto and by this reference made a part hereof (the “Easement Area”):

Legal Description:                      See Exhibit B

Assessor Parcel No.                      26-24-176-005

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.

**GRANTOR:**  
MUNICIPAL BUILDING AUTHORITY OF SALT LAKE  
COUNTY, UTAH

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

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

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

Approved As to Form

Craig Wangsgard  
Craig Wangsgard  
Deputy District Attorney

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that she is the President of the Municipal Building Authority of Salt Lake County, Utah, and that the foregoing instrument was signed on behalf of the Municipal Building Authority of Salt Lake County, Utah, by authority of law.

[SEAL]

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

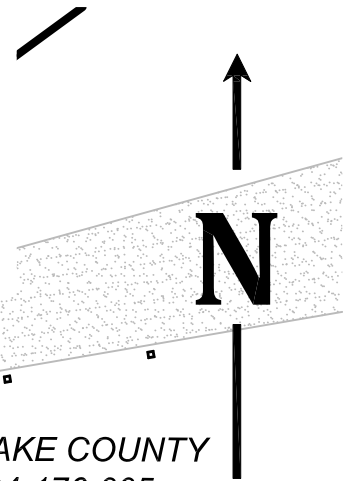
STATE OF UTAH                    )  
  ) ss.  
COUNTY SALT LAKE        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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

# Property Description

West Half, Section 24, Township 3 South, Range 2 West, Salt Lake  
 Base and Meridian  
 Salt Lake County, State of Utah  
 Parcel Number: 26-24-176-005

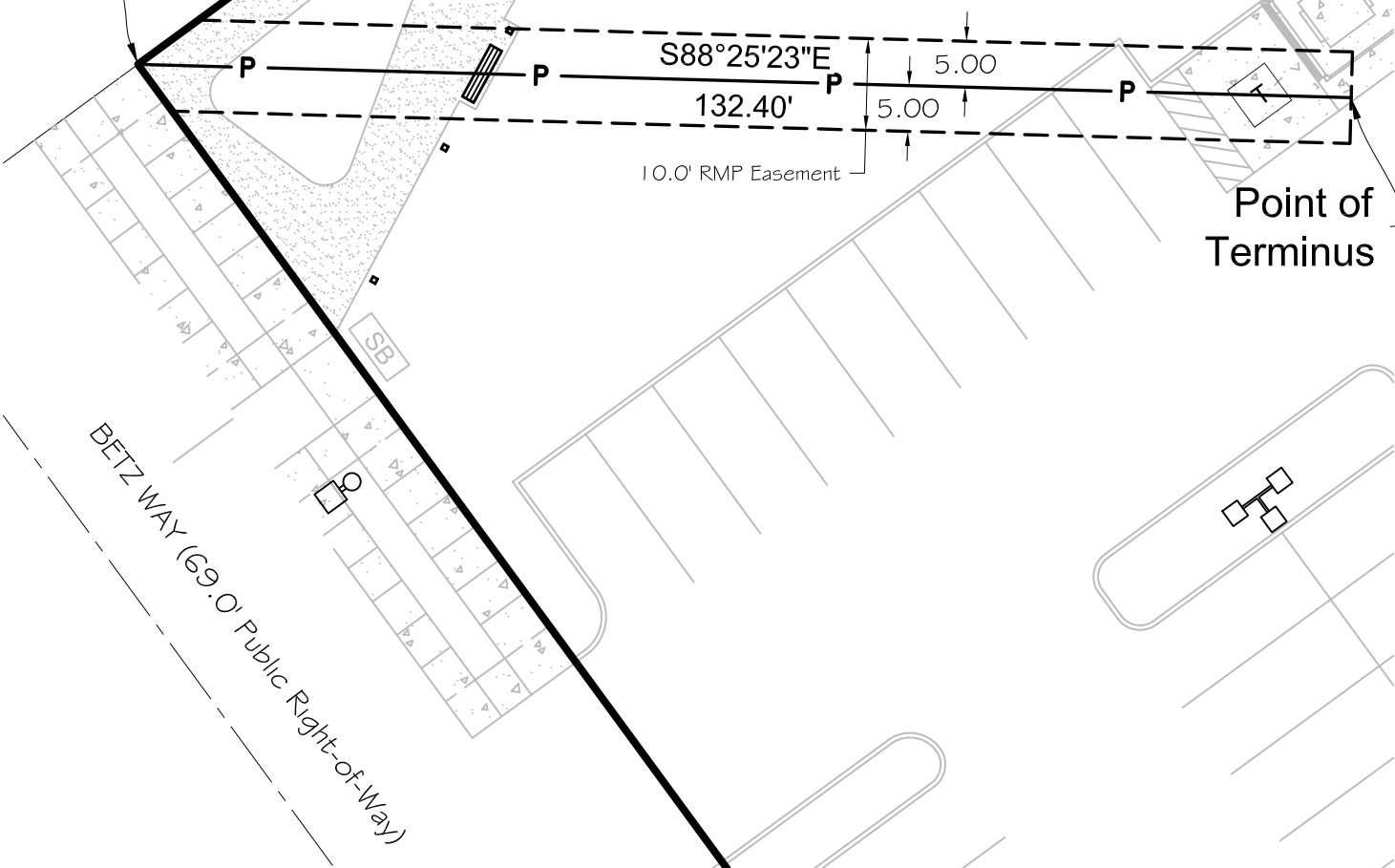


VP DAYBREAK DEVCO, LLC  
 26-24-178-002

SALT LAKE COUNTY  
 26-24-176-005

LOT C-101  
 DAYBREAK SOUTH STATION LIBRARY  
 AMENDING LOT T4 OF THE KENNECOTT MASTER  
 SUBDIVISION #1 AMENDED  
 E#12859603, Bk: 2018P, Pg: 338

POB



Point of  
 Terminus

BETZ WAY (69.0' Public Right-of-Way)

CC#: 11431	WO#: 6537763
Landowner Name: Salt Lake County	
Drawn / Prepared By: BFM	RE#: 3742.001

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.

**EXHIBIT A**



SHEET: 4 of 5

SCALE: 1"=20

# Daybreak Easement Description

A perpetual easement being a strip of land 10.00 feet in width lying entirely within Lot C-101, Daybreak South Station Library Amending Lot T4 of the Kennecott Master Subdivision #1 Amended recorded October 1, 2018 as Entry No. 12859603 in Book 2018P of Plats at Page 338 and described in that Special Warranty Deed recorded on October 16, 2018 as Entry No. 12868573 in Book 10722 at Page 791 in the Office of the Salt Lake County Recorder. Said Lot C-101 is located in the West Half of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian. Said 10.00 - foot wide strip of land lies 5.00 feet on each side of the following described centerline:

**Beginning** at the westerly corner of said Lot C-101; thence S. 88°25'23" E. 132.40 feet to the **Point of Terminus**.

The sidelines of said strip of land to be extended or shortened to begin on the southwesterly and northwesterly lines of said Lot C-101 and end at right angles to said centerline.

The above-described perpetual easement contains 1,298 square feet in area or 0.030 acre, more or less.

CC#: 11431 | WO#: 6537763

Landowner Name: Salt Lake County

Drawn / Prepared By: BFM | RE#: 3742.001

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

# EXHIBIT B



SHEET: 5 of 5

SCALE: 1"=20