

RESOLUTION NO. _____

ADOPTED: _____, 2023

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

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located in South Jordan, Utah adjacent to the South Jordan City Park, specifically identified as Parcel No. 27-15-376-024 (the “Property”).

B. Rocky Mountain Power, an unincorporated division of PacificCorp (“RMP”), will be providing electrical power service to the Property, and an easement is necessary across the Property and across portions of the South Jordan City Park (the “Park”) to allow RMP to access, service and maintain the main electrical power facilities on the Property.

C. The County, South Jordan City (the “City”), and RMP have prepared an Underground Right of Way Easement (“Easement”) attached hereto as Exhibit A, wherein the County grants the powerline easement across the Property to RMP, and the City grants the powerline easement across the portions of the Park.

D. In exchange for the Easement attached hereto as Exhibit A, RMP will provide electrical services to the Property.

E. It has been determined that the best interests of the County and the general public will be served by granting the Easement to RMP. The terms and conditions of the Easement are in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Easement, attached hereto as Exhibit 1 and by this reference made a part of this Resolution, is hereby approved; and the Mayor and County Clerk are hereby authorized to

execute said Easement and to cause the Easement to be delivered to RMP.

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Granato voting	_____
Council Member Harrison voting	_____
Council Member Stewart voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____
Council Member Winder Newton voting	_____

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
(Underground Right of Way Easement)

REV05042015

Return to:
Rocky Mountain
Power Lisa Louder/
1407 West North Temple Ste.
110 Salt Lake City, UT 84116

Project Name:

WO#:

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **SOUTH JORDAN CITY AND SALT LAKE COUNTY** (“Grantors”), hereby grant 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 875.71 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground 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 therefor; and pads, transformers, switches, cabinets, and vaults (“Power Facilities”) on, across, or under the surface of the real property of Grantors in **SALT LAKE** County, State of **UTAH** more particularly described as follows and as more particularly described and/or shown on Exhibit **A** attached hereto and by this reference made a part hereof (the “Easement Area”):

Legal Description:

A ten (10) foot wide perpetual easement and right of way, situate in the Southwest Quarter of Section 15, T.3S., R.1W., S.L.B.&M., in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at the intersection of the westerly right of way line of SR-68 (Redwood Road) and the southerly line of Lot A of Salt Lake County Recreation Center Subdivision recorded as Entry No. 13669844 in Book 2021P at Page 135 in the Office of the Salt Lake County Recorder, said point is 573.75 feet N.00°17'30"E. (N.00°03'10"E. per Salt Lake County Surveyor Area Reference Plat) along the quarter section line and 68.00 feet N.89°42'30"W. from the South Quarter Corner of said Section 15; and running thence along the southerly line of said Lot A and its extension N.89°45'48"W. 844.16 feet; thence N.00°14'12"E. 10.00 feet; thence S.89°45'48"E. 837.46 feet; thence N.60°17'30"E. 13.52 feet; thence N.00°17'30"E. 16.27 feet; thence S.89°42'30"E. 10.00 feet to a point in said westerly right of way line; thence along said westerly right of way line the following three courses: 1) S.00°17'30"W. 22.05 feet, 2) S.60°17'30"W. 17.32 feet and 3) thence S.00°17'30"W. 2.32 feet to the point of beginning.

The above described perpetual easement contains 8,764 square feet or 0.20 acre in area, more or less.

Assessor Parcel No. 27-15-376-022, 27-15-376-023 & 27-15-376-024

Together with the right of access to the right of way from adjacent lands of Grantors for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way 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 Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Power 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 Facilities or any other activities that disturb the surface of Grantors' property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantors.

Grantee shall use the Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantors 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 Grantors.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, 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 _____, 20____.

GRANTORS:
SOUTH JORDAN CITY

SALT LAKE COUNTY

By: _____
Its: _____

Exhibit Only, Do Not Sign
Mayor or Designee

GRANTEE:
ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp

By: _____
Its: _____

<p>REVIEWED AS TO FORM AND LEGALITY Salt Lake County District Attorney's Office</p>
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Acknowledgment by South Jordan City:

STATE OF UTAH)
) ss.
County of Salt Lake)

On this ___ day of _____, 20___, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of South Jordan City, that executed the instrument or the person who executed the instrument on behalf of SOUTH JORDAN CITY, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____(state)
Residing at: _____(city, state)
My Commission Expires: _____(d/m/y)

Acknowledgment by Salt Lake County:

STATE OF UTAH)
) ss.
County of Salt Lake)

On this __ day of _____, 20 __, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of Salt Lake County who executed the instrument on behalf of SALT LAKE COUNTY, and acknowledged to me that the foregoing instrument was signed on behalf of Salt Lake County by authority of law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____(state)
Residing at: _____(city, state)
My Commission Expires: _____(d/m/y)

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

On this __ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ Clerk of Salt Lake County and that the foregoing Easement was signed by her/him on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
[SEAL] Residing in Salt Lake County

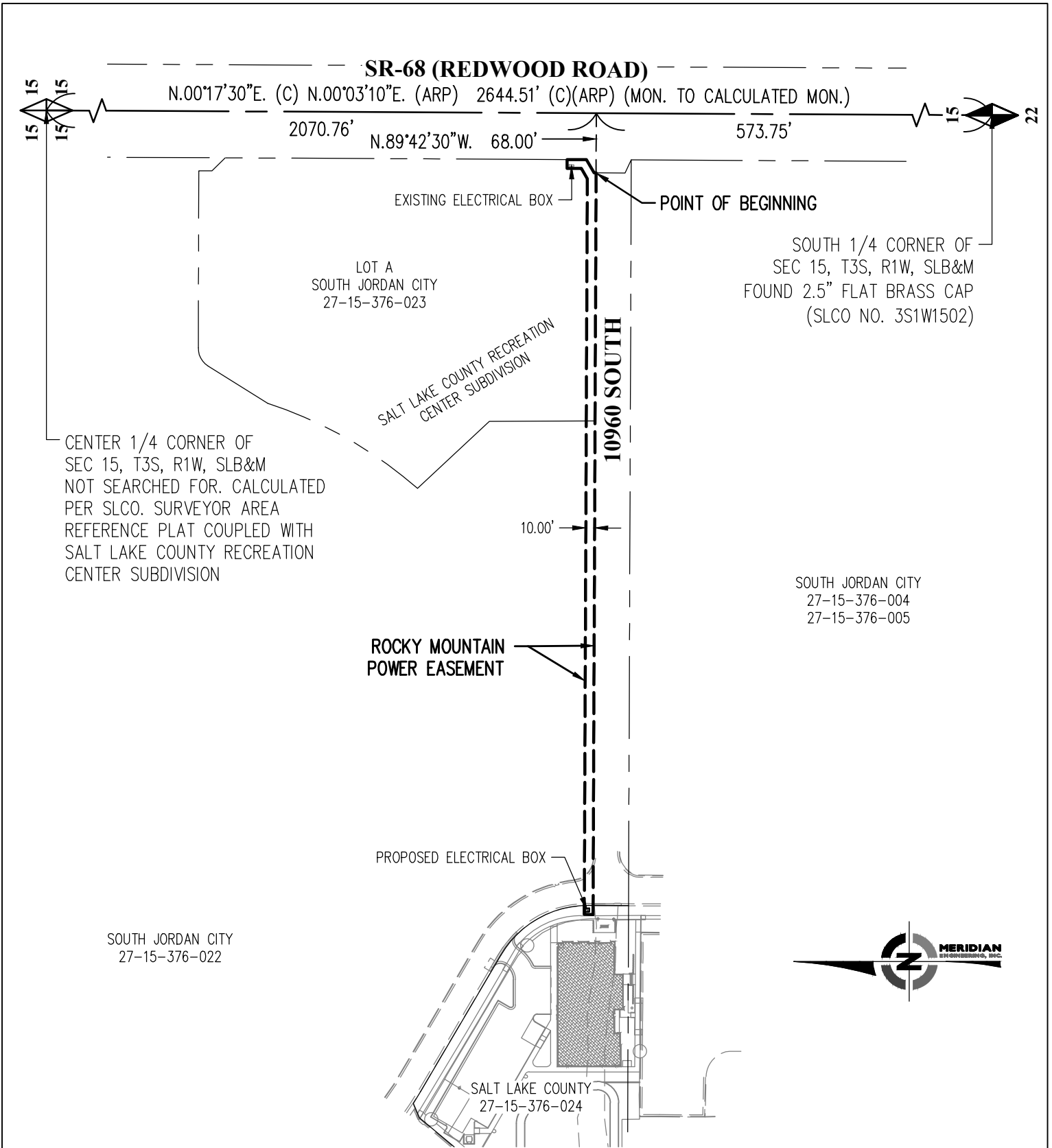
Acknowledgment by Rocky Mountain Power:

STATE OF UTAH)
) ss.
COUNTY SALT LAKE)

On the__day of _____, 2023, 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
[SEAL]Residing in Salt Lake County

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 area.

*SITE SHOWN HEREON IS FROM DESIGN

SCALE: 1"=150'	DATE: 03/23/2023	EXHIBIT A SITUATE IN THE SW 1/4 OF SECTION 15, T.3S., R.1W., SLB&M, SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH	BY: TRW	CKD: MWN	APP:
MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 5691319			PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY		