

REV05042015

Return to:

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

Project Name: Parkwood Estates Subdivision

WO#:

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 10.0 feet in width and 360.0 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.                      20-13-400-025

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.

**IN WITNESS WHEREOF**, GRANTOR has caused this Right of Way Easement to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SALT LAKE COUNTY

By: \_\_\_\_\_  
MAYOR or DESIGNEE

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

By: \_\_\_\_\_  
COUNTY CLERK

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that \_\_\_\_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.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that \_\_\_\_he is the CLERK of Salt Lake County, and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a Resolution of the SALT LAKE COUNTY COUNCIL.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_



**GRANTEE:**

ROCKY MOUNTAIN POWER an unincorporated division  
of PacifiCorp

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

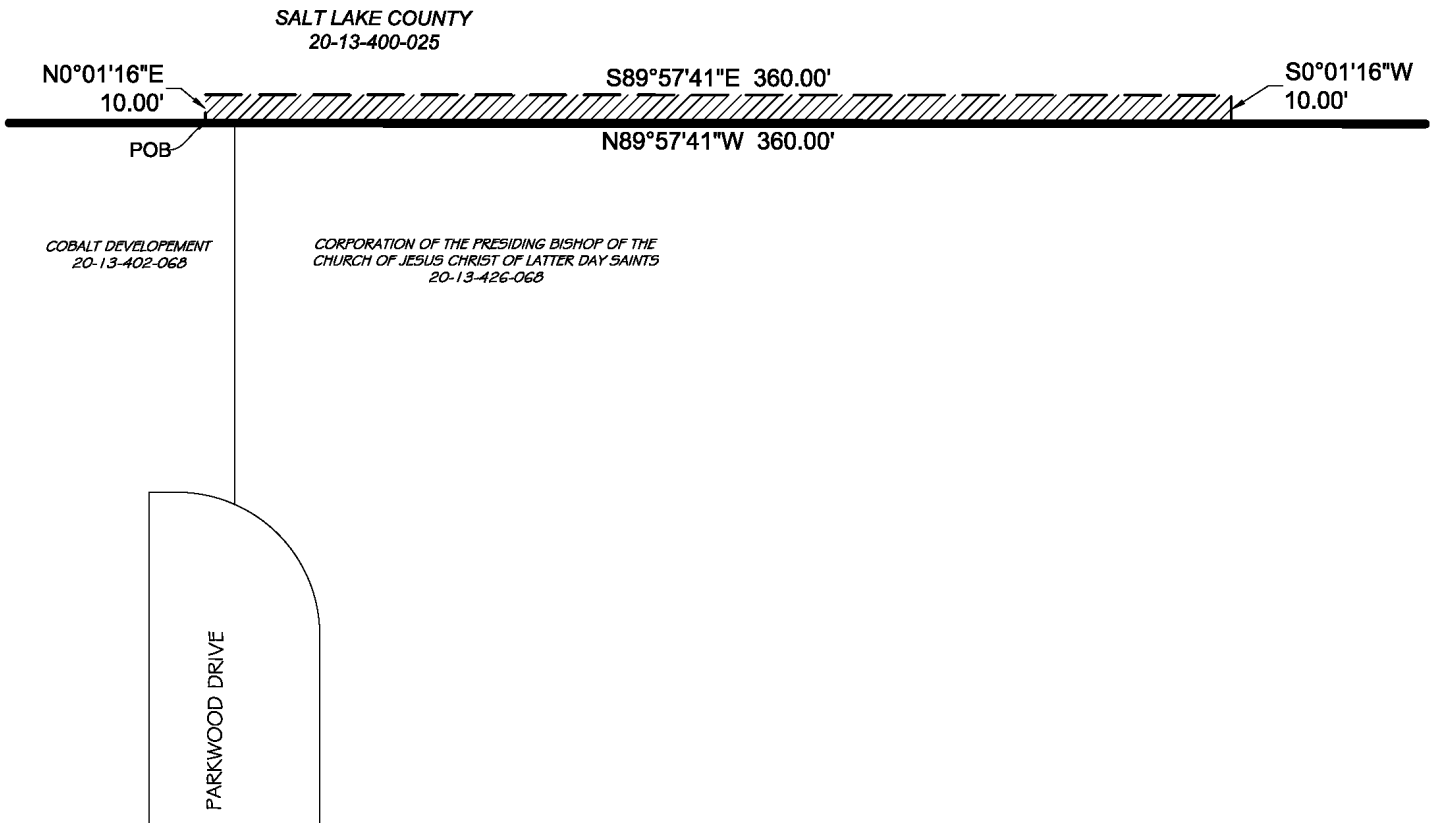
STATE OF UTAH            )  
  ) ss.  
COUNTY SALT LAKE    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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

Section: 13, Township: 2S, Range: 2W,  
Salt Lake Base and Meridian  
County: Salt Lake State: Utah  
Parcel Number: 20-13-400-025



Sheet 5 of 6

CC#: WO#:

Landowner Name: Salt Lake County

Drawn by:

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



SCALE: NOT TO SCALE

# Property Description

A perpetual power easement being a part of that entire tract described in that Warranty Deed recorded June 5, 1969 as Entry No. 2290574 in Book 2760, at Page 447 in the office of the Salt Lake County Recorder and located in the Southeast Quarter of Section 13, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said power easement is described as follows:

**Beginning** at a point on the southerly boundary line of said entire tract, which is North 0°21'49" West along the Quarter Section line 1997.33 feet to a southwesterly corner of said entire tract and South 89°57'41" East (Deed = E.) 1154.28 feet along said southerly boundary line from the South Quarter corner of Section 13; Thence North 0°01'16" East 10.00 feet; thence South 89°57'41" East 360.00 feet; Thence South 0°01'16" West 10.00 feet to said southerly boundary line of entire tract; thence North 89°57'41" West (Deed = W.) 360.00 feet along said southerly boundary line to the **Point of Beginning**.

The above-described perpetual power easement contains 3,600 square feet in area or 0.086 acres, more or less.

The basis of bearing is North 0°21'49" West along the Quarter Section Line between the South Quarter Corner and the North Quarter Corner of said Section 13, Township 2 South, range 2 West, Salt Lake Base and Meridian.

CC#: \_\_\_\_\_

WO#: \_\_\_\_\_

Landowner Name: Salt Lake County  
\_\_\_\_\_

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

SCALE:

SHEET 6 OF 6

## EXHIBIT B

