

RESOLUTION NO. _____, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
THE GRANT OF TWO EASEMENTS TO ROCKY MOUNTAIN POWER AT
HUNTER PARK

RECITALS

- A. Salt Lake County (the “County”) owns and operates Hunter Park (the “Park”).
- B. The Utah Department of Transportation (“UDOT”) is constructing the Mountain View Corridor highway (the “Project”) adjacent to the Park.
- C. West Valley City (the “City”) in conjunction with UDOT is working with Rocky Mountain Power (“RMP”) to relocate certain power lines underground within the Park as part of the Project.
- D. Two perpetual easements located within the Park are necessary to allow RMP access to relocate, service and maintain these underground power lines.
- E. The City has provided the County with two Right of Way Contracts to purchase the two easements on behalf of RMP in exchange for compensation totaling \$5,700.00 (copies of the two Right of Way Contracts are attached hereto as Exhibits 1 and 2 and incorporated herein by this reference).
- F. It has been determined that these offers constitute fair and adequate consideration for the grant of said perpetual easements (copies of the two perpetual Underground Right of Way Easements are attached as Exhibit B to each of the Right of Way Contracts attached hereto as Exhibits 1 and 2).
- G. It has further been determined that the best interests of the County and the general public will be served by granting the easements pursuant to the attached Right of Way Contracts. The grant of said easements will be in compliance with all applicable state statutes and county

ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the grant and conveyance of the two easements to RMP pursuant to the Right of Way Contracts is hereby approved; and the Mayor are hereby authorized to execute the Right of Way Contracts attached hereto as Exhibits 1 and 2.

IT IS HEREBY FURTHER RESOLVED by the Salt Lake County Council that the Underground Right of Way Easements attached here to as Exhibit B to each of Exhibits 1 and 2 are approved, and Mayor and County Clerk are hereby authorized to execute the originals of said Underground Right of Way Easements and to deliver the fully executed documents to the County Real Estate Division for distribution as necessary to complete the transaction.

APPROVED and ADOPTED this _____ day of _____, 2020.

SALT LAKE COUNTY COUNCIL

By: _____
Max Burdick, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Ghorbani voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1

Right of Way Contract I



West Valley City

Right of Way Contract

Easement

Project No: PW-333 Parcel No.(s): Salt Lake Co. 14-35-201-011
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-35-201-011
Property Address: 5905 West 3500 South, West Valley City, UT 84120
Owner's Address: PO BOX 144575 Salt Lake City, UT
Primary Phone: Owner's Phone: 385-468-0341 Owner's Work Phone:
Owner / Grantor: Salt Lake County

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to grant and sell a perpetual easement across a portion of the property known as parcel number 14-35-201-001, which portion is more particularly described on Exhibit A (the "Property"), for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Desiree Vargas (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Upon signing this Right of Way Contract, Grantor consents to allow Rocky Mountain Power to enter the Property in order to conduct any necessary testing (such as environmental or geotechnical), surveying, or other due diligence.
2. Grantor shall leave the Property in the same condition as it was when this Contract was signed. No work, improvement, or alteration will be done to the Property other than what is provided for in this Contract.
3. West Valley City shall pay in full to the Grantor for the perpetual easement referenced above.
4. The easement on the Property will be granted by Grantor to Rocky Mountain Power by Under Ground Right of Way Easement, in the form attached hereto as Exhibit B.
5. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the Property regarding compensation related to the grant of the perpetual easement.
6. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.
7. This Right of Way Contract contains the entire agreement between Grantor and the City, and it shall be governed by the laws of the State of Utah. The undersigned represent and warrant that they have authority to sign on behalf of Grantor.

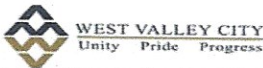
Additional Terms:

The site improvements within the easement area include: Sod

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent Desiree Vargas, represents purchaser.
Buyer's Brokerage WLC Consulting, LLC, represents purchaser.

Total Selling Price \$5,000.00



West Valley City

Right of Way Contract

Easement

Project No: PW-333 Parcel No.(s) Salt Lake Co. 14-35-201-011
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No 14-35-201-011
Property Address: 5905 West 3500 South, West Valley City, UT 84120
Owner's Address: PO BOX 144575 Salt Lake City, UT
Primary Phone: 385-468-0341 Owner's Phone: Owner's Work Phone:
Owner / Grantor: Salt Lake County

Grantor's Initials

_____ Grantor understands this agreement is an option until approved by the West Valley City Council.

IN WITNESS WHEREOF, said Salt Lake County

has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 2020.

Salt Lake County

By _____

Print Name: _____

Title: _____

APPROVED AS TO FORM

Salt Lake County
District Attorney's Office



Right of Way Agents


Desiree Vargas (Consultant) / Acquisition Agent

Date

7/20/2020


Wendy Hansen (Consultant) / Team Leader

7/20/2020

Approved by Steven J. Dale, ROW & Survey Section Manager

Approved by Ron Bigelow, Mayor

Attest: City Recorder

Exhibit A
Legal Description

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northeast Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point in the southerly right of way line of 3500 South Street (SR-71), said point is 581.88 feet S.89°45'35"E. along the section line and 52.00 feet S.00°14'25"W. from the North Quarter Corner of said Section 35 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the North Quarter Corner and the Northeast Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said southerly right of way line the following two (2) courses: 1) S.89°45'35"E. 20.34 feet and 2) S.88°17'14"E. 9.67 feet; thence S.00°14'25"W. 20.01 feet; thence N.88°17'14"W. 9.92 feet; thence N.89°45'35"W. 20.08 feet; thence N.00°14'25"E. 20.00 feet to the point of beginning.

The above described perpetual easement contains 600 square feet or 0.014 acre in area, more or less.

Exhibit B
Perpetual 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, **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, 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 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 "A" attached hereto and by this reference made a part hereof (the "Easement Area"):

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northeast Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point in the southerly right of way line of 3500 South Street (SR-71), said point is 581.88 feet S.89°45'35"E. along the section line and 52.00 feet S.00°14'25"W. from the North Quarter Corner of said Section 35 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the North Quarter Corner and the Northeast Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said southerly right of way line the following two (2) courses: 1) S.89°45'35"E. 20.34 feet and 2) S.88°17'14"E. 9.67 feet; thence S.00°14'25"W. 20.01 feet; thence N.88°17'14"W. 9.92 feet; thence N. 89°45'35"W. 20.08 feet; thence N.00°14'25"E. 20.00 feet to the point of beginning.

The above described perpetual easement contains 600 square feet or 0.014 acre in area, more or less.

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 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.

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.

IN WITNESS WHEREOF, Grantor has caused this Underground Right of Way Easement to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of _____, 20 ____.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

APPROVED AS TO FORM

Salt Lake County
District Attorney's Office



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 _____, 2020, 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 _____, 2020, 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 _____, 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

EXHIBIT A



NORTH 1/4 CORNER OF
SEC 35, T1S, R2W, SLB&M
FOUND BRASS CAP

3500 SOUTH STREET

NORTHEAST CORNER OF
SEC 35, T1S, R2W, SLB&M
FOUND BRASS CAP



581.88' — S.89°45'35"E 2647.56' — 2065.68' —
S00°14'25"W 52.00' —



POINT OF BEGINNING

ROCKY MOUNTAIN
POWER EASEMENT

SALT LAKE COUNTY
TAX ID NO. 14-35-201-016

EASEMENT AREA = 600 SF, 0.014 AC

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.

SCALE: N.T.S. DATE: 03/19/2019



EXHIBIT A
SITUATE IN THE NE 1/4 OF SEC. 35,
T.1S., R.2W., SLB&M
SALT LAKE COUNTY, UTAH

BY: GWB

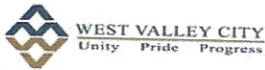
CKD: TRW

APP:



EXHIBIT 2

Right of Way Contract II



West Valley City

Right of Way Contract

Easement

Project No: PW-333 Parcel No.: Salt Lake Co. 14-35-201-011
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-35-201-011
Property Address: 5905 West 3500 South, West Valley City, UT 84120
Owner's Address: PO BOX 144575 Salt Lake City, UT
Primary Phone: Owner's Phone: 385-468-0341
Owner / Grantor: Salt Lake County

Owner's Work Phone:

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to grant and sell a perpetual easement across a portion of the property known as parcel number 14-35-201-011, which portion is more particularly described on Exhibit A (the "Property"), for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Desiree Vargas (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Upon signing this Right of Way Contract, Grantor consents to allow Rocky Mountain Power to enter the Property in order to conduct any necessary testing (such as environmental or geotechnical), surveying, or other due diligence.
2. Grantor shall leave the Property in the same condition as it was when this Contract was signed. No work, improvement, or alteration will be done to the Property other than what is provided for in this Contract.
3. West Valley City shall pay in full to the Grantor for the perpetual easement referenced above.
4. The easement on the Property will be granted by Grantor to Rocky Mountain Power by Under Ground Right of Way Easement, in the form attached hereto as Exhibit B.
5. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the Property regarding compensation related to the grant of the perpetual easement.
6. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.
7. This Right of Way Contract contains the entire agreement between Grantor and the City, and it shall be governed by the laws of the State of Utah. The undersigned represent and warrant that they have authority to sign on behalf of Grantor.

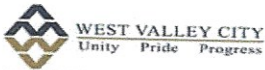
Additional Terms:

The site improvements within the easement area include: Sod

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent Desiree Vargas, represents purchaser.
Buyer's Brokerage WLC Consulting, LLC, represents purchaser.

Total Selling Price \$700.00



West Valley City Right of Way Contract Easement

Project No: PW-333 Parcel No.(s) Salt Lake Co. 14-35-201-011
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No 14-35-201-011
Property Address: 5905 West 3500 South, West Valley City, UT 84120
Owner's Address: PO BOX 144575 Salt Lake City, UT
Primary Phone: Owner's Phone: 385-468-0341 Owner's Work Phone:
Owner / Grantor: Salt Lake County

Grantor's Initials

_____ Grantor understands this agreement is an option until approved by the West Valley City Council.

IN WITNESS WHEREOF, said Salt Lake County
has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____
_____, A.D. 2020.

Salt Lake County

By _____

Print Name: _____

Title: _____

APPROVED AS TO FORM

Salt Lake County
District Attorney's Office



Right of Way Agents

Desiree Vargas
Desiree Vargas (Consultant) / Acquisition Agent

Date
7/20/2020

Wendy Hansen
Wendy Hansen (Consultant) / Team Leader

7/20/2020

Approved by Steven J. Dale, ROW & Survey Section Manager

Approved by Ron Bigelow, Mayor

Attest: City Recorder

Exhibit A
Legal Description

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northeast Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point the intersection of the southerly right of way line of 3500 South Street (SR-71) and the grantors westerly boundary line, said point is 494.95 feet S.89°45'35"E. along the section line and 52.00 feet S.00°14'25"W. from the North Quarter Corner of said Section 35 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the North Quarter Corner and the Northeast Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said southerly right of way line S.89°45'35"E. 10.00 feet; thence S.00°08'36"W. 16.00 feet; thence N.89°45'35"W. 10.00 feet to said westerly boundary line; thence along said westerly boundary line N.00°08'36"E. 16.00 feet to the point of beginning.

The above described perpetual easement contains 160 square feet in area, more or less.

Exhibit B
Perpetual Easement

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name:

WO#: 6669482

RW#:

UNDERGROUND 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, 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 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 "A" attached hereto and by this reference made a part hereof (the "Easement Area"):

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northeast Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point the intersection of the southerly right of way line of 3500 South Street (SR-71) and the grantors westerly boundary line, said point is 494.95 feet S.89°45'35"E. along the section line and 52.00 feet S.00°14'25"W. from the North Quarter Corner of said Section 35 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the North Quarter Corner and the Northeast Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said southerly right of way line S.89°45'35"E. 10.00 feet; thence S.00°08'36"W. 16.00 feet; thence N.89°45'35"W. 10.00 feet to said westerly boundary line; thence along said westerly boundary line N.00°08'36"E. 16.00 feet to the point of beginning.

The above described perpetual easement contains 160 square feet in area, more or less.

Assessor Parcel No.

14-35-201-011

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 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.

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.

IN WITNESS WHEREOF, Grantor has caused this Underground Right of Way Easement to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of _____, 20 ____.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

APPROVED AS TO FORM

Salt Lake County
District Attorney's Office



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 _____, 2020, 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 _____, 2020, 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 _____, 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

EXHIBIT A

EXHIBIT A



NORTH 1/4 CORNER OF
SEC 35, T1S, R2W, SLB&M
FOUND BRASS CAP

3500 SOUTH STREET

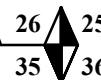
NORTHEAST CORNER OF
SEC 35, T1S, R2W, SLB&M
FOUND BRASS CAP



494.95'

S.89°45'35"E. 2647.56'

2152.61'



S00°14'25"W 52.00'

POINT OF BEGINNING

ROCKY MOUNTAIN
POWER EASEMENT

SALT LAKE COUNTY
TAX ID NO. 14-35-201-016

EASEMENT AREA = 160 SF

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.

SCALE: N.T.S. DATE: 08/20/2019



EXHIBIT A
SITUATE IN THE NE 1/4 OF SEC. 35,
T.1S., R.2W., SLB&M
SALT LAKE COUNTY, UTAH

BY: TRW

CKD: MWN

APP:

