When recorded return to: Rocky Mountain Power Lisa Louder/ Brian Bridge 1407 West North Temple Ste. 110 Salt Lake City, UT 84116 11116944 01/14/2011 03:16 PM \$0.00 Book - 9898 Pg - 6243-6247 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH UT ST-DEPT OF TRANSPORTATION BOX 148420 ATT: MONE WARDLE SLC UT 84114-8420 BY: JCR, DEPUTY - WI 5 P.

Project Name: 90th South-Oquirrh 46kV 11400 S UDOT

Tract Number: 42 WO#: 5200390 RW#: 20090248

UDOT Parcel No:15-7:409B:E UDOT Project No. SP-15-7(156)293

RIGHT OF WAY OVERHANG EASEMENT

For value received, **South Jordan Canal Company** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an overhang easement for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto "Facilities", along the general course now located by Grantee, over 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" attached hereto and by this reference made a part hereof: it being understood and agreed that no physical facilities shall be constructed on or under Grantor's property under the terms of this right-of-way overhang easement by Grantee.

A right of way described as follows:

Beginning in the westerly boundary line of the Grantor's land at a point in an existing fence line, which point is 1,252.66 feet S.89°44'02"E. along the quarter section line and 47.02 feet N.00°15'58"E from the Center Quarter Corner, as monumented, of Section 22, T.3S., R.1 W. S.L.B.& M., and running thence N.00°57'17"W. 21.72 feet along said boundary line to a point 29.00 feet perpendicularly distant northerly from the center line of a proposed power line; thence S.89°16'39"E. 61.06 feet to a point in the westerly boundary line of Lot 26, JORDAN MEADOWS AT SOUTH JORDAN, a subdivision in Salt Lake County, Utah; thence S.04°49'40"E. (S. 5°02'23" E. by record) 21.83 feet along said westerly boundary line to the new northerly right of way line of 11400 South Street; thence westerly 62.53 feet along said right of way line being the arc of a non-tangent 7,949.50-foot radius curve to the right through a central angle of 00°27'03", (Note: Chord to said curve bears N.89°15'49"W. for a distance of 62.53 feet) to the point of beginning, being in the SW ¼ of the NE ¼ of said Section 22, containing 1,345 square feet in area or 0.031 acre, more or less.

Assessor Parcel No.

Un-Assigned

Together with the right of access to the right of way overhang easement 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 overhang easement and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards, as required by State or Local statute, code or ordinance, which might endanger Grantee's facilities or impede Grantee's activities.

or ordinance, which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds eighteen (18) 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 overhang easement. Subject to the foregoing limitations, the surface of the right of way overhang easement may be used for agricultural crops, landscaping and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

PacifiCorp, its successors and assigns have the sole and continuing responsibility to protect against obstructing the flow or canal waters across or through the above-described property caused by PacifiCorp's negligence. PacifiCorp shall protect and hold harmless the Canal Company from any loss, damage or cause of action of any person whomsoever occasioned by any such obstruction caused directly or indirectly by PacifiCorp's negligence. If the Grantee's facilities are damaged by any event including the SJCC doing normal or emergency operation, maintenance or repair of its canal the Grantee shall make all repairs to its facilities without cost to SJCC, unless such damage is caused by sole negligence or willful misconduct of SJCC.

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

Dated thisday of	DOVEMBER, 2010.	
South Jordan Canal Company - GRANTOR		
REPRESENTATIVE ACKNOWLEDGEMENT		
State of <u>Wah</u> County of <u>Salt Lake</u>)	
County of Salt Lake	SS.	
This instrument was acknowledged before me on this That of		
Now of Representative		
PRESIDENT AND BOARD MEMBER, Title of Representative		
of South Toreian (Anal Company). Name of Entity on behalf of whom instrument was executed		
·	MOUKM	
	Notary Public	
MICHAEL RICHARDSON A HOTHWPURLE-STATE OF UTAN COMMISSIONS \$70028	My commission expires: 5/15/2013	

COMM. EXP. 05-15-2013

	MANAGER OF RIGHT AWAY SERVICE	
STATE OF UTAH)		
COUNTY OF SALT LAKE)		
On the 22ND day of DEC, 2010, personally appeared before me TED J. WILLIAMS, who being duly sworn did say that he/she is the signer of the within instrument on behalf of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power and that the within and foregoing instrument was signed by authority of said corporation and said TED T. WILLIAM acknowledged to me that said corporation executed the same.		
BRIAN BRIDGE NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 679342 COMM. EXP. 07/02/2013	Notary Jublic Buidge	
My Commission Expires:	Residing at:	

PacifiCorp, an Oregon corporation d/b/a Rocky

Mountain Power

