

REV052314
Return to:
Rocky Mountain Power
Lisa Louder / *Tsoie*
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

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12/05/2014 12:48 PM \$16.00
Book - 10279 Pg - 7597-7600
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: SMA, DEPUTY - WI 4 P.

Project Name: Sal Magnolia
WO#: 5912374
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Southside Church of Christ, Inc., a Utah Non-Profit Corporation** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way **10 feet in width and 51.73' 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 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(s) A attached hereto and by this reference made a part hereof:

Legal Description: A strip of land for the purpose of a utility easement to serve a telecommunications equipment lease area, situate within the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 21, Township 2 South (T2S), Range 1 West (R1W) of the Salt Lake Base and Meridian (SLB&M), within the City of West Jordan, County of Salt Lake, State of Utah, crossing a portion of Parcel A of the PJLV Subdivision on file in the office of the Salt Lake County Recorder, hereinafter referred to as the "PARENT PARCEL", said strip of land being ten (10.00) feet in width and described by metes and bounds as follows:

Beginning at a point on the North right-of-way line of 7000 South Street which lies N 89°59'28" E 234.78 feet along the section line and North 53 feet from the Southwest Corner of Section 21, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence N. 20°09'38" E. 35.58 feet, thence N. 44°58'22" W. 11.02 feet to the corner of a Lease Area, thence S. 20°09'38" W. 51.73 feet to said North right-of-way line, thence N. 89°59'28" E. 10.65 feet along said right-of-way to the point of beginning.

The above described parcel of land contains 476 square feet in area or 0.0109 of an acre more or less.

Assessor Parcel No. 21-21-353-004

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 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 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.

Grantee's use of the Easement Area (including access to the Easement Area) shall be carried on in such a manner so as to minimize any interference with Grantor's and its tenants' use of the property adjacent to the Easement Area, including minimizing any interruption of any utility, irrigation, water or sewer line, telephone, cable connection or signal, communication or transmission lines to Grantor's adjacent property. Upon the completion of any work, in the event Grantee disturbed any adjacent property or the Easement Area that is not located within the vicinity of the easement right-of-way, Grantee will either restore the property to its prior condition or compensate Grantor for the reasonable cost of restoring the disturbed property to a condition similar to its prior condition.

Dated this 1st day of December, 2014

Mark Swan, Trustee
Southside Church of Christ, Inc., GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

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

On this 1st day of December, 20 14, before me, the undersigned Notary Public in and for said State, personally appeared Mark S. Swan (name), known or identified to me to be the Trustee (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Southside Church of Christ Inc. (entity name), 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.

Lacy R. Hughes

(notary signature)



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

