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REV05042015

Return to:

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

12900224
12/10/2018 12:55 PM \$16.00
Book - 10737 Pg - 1789-1792
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: MZA, DEPUTY - WI 4 P.

Project Name: Quick Quack Car Wash
WO#: 6574127
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Johnson, Ralph B. ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a non-exclusive easement for a right of way 5 feet in width and 164 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: Lot 1, Park Avenue Retail Plat 1

Assessor Parcel No. 2734102010

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.

Grantor reserves the right to cross the easement Granted herein with other underground utilities, lines, drains or other facilities of Grantor on the condition that Grantor's installation is not within this Rocky Mountain Power easement running parallel to Grantee's installation of facilities and so long as such installation by Grantor crosses the Grantee's easement on an angle with lawfully required vertical separation.

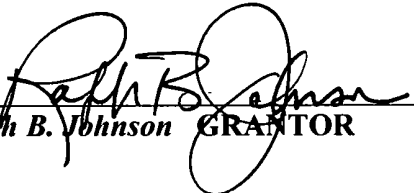
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other

commercial purposes including access, paving, landscaping and those required by Riverton City for Grantor's site plan approval of a commercial building not inconsistent 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 3 day of December, 2018.



Ralph B. Johnson GRANTOR

(Insert Grantor Name Here) GRANTOR

Acknowledgement by an Individual Acting on His Own Behalf:

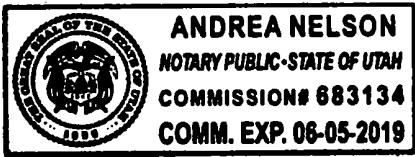
STATE OF Utah)
) ss.
County of Salt Lake)

On this 3rd day of December, 2018, before me, the undersigned Notary Public in and for said State, personally appeared Ralph B. Johnson (name), known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) 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.

Andrea Nelson

(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Midvale, Utah (city, state)
My Commission Expires: 06-05-2019 (d/m/y)

72600 SOUTH
(UDOT 00 21)

Property Description

Quarter: _____ Quarter: _____ Section: 34 Township 03 (N or S),
Range 01.0 (E or W), Salt Lake Meridian
County: Salt Lake County State: Utah
Parcel Number: 2734102010



SOUTH PARK AVENUE
(PUBLIC ROAD)

(1/4 E & 1/4 S OF CORNER)

CROSS-EASEMENT, ROW & RESTRICTION AGREEMENT
REC. MAY 6, 2011; ENTRY NO. 1118920, BOOK 9923, PG 604
& EASEMENTS, NOTES & RESTRICTIONS
REC. AUG 11, 2011; ENTRY NO. 11226304, BOOK 2011P, PG 103

ENT IN FAVOR OF PACIFICORP
3. MARCH 13, 2003; ENTRY NO.
8585418, BOOK 8765, PG 1873

N.00°16'31" W 273.26'

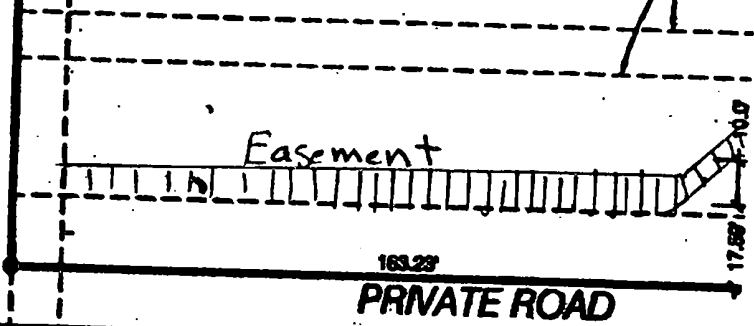
12633 E

LOT 1A
47,898 SQ FT
1.095 ACRES
2053 W

CROSS-EASEMENT, ROW & RESTRICTION AGREEMENT
REC. MAY 6, 2011; ENTRY NO. 1118920, BOOK 9923, PG 604
& EASEMENTS, NOTES & RESTRICTIONS
REC. AUG 11, 2011; ENTRY NO. 11226304, BOOK 2011P, PG 103

EXHIBIT A

CUSTOMER SIGNATURE



431 WO#: 6574127
owner on this plat
Name of Johnson
any approval of
by LJL

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: NA