REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/Jennifer Blum
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Wallace Stegner

WO#: 6970381

RW#:

13697713
06/22/2021 01:48 PM \$40.00
Sook - 11194 Pm - 8160-8164
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: ARA, DEPUTY - WI 5 P.

RIGHT OF WAY EASEMENT

For value received, WEST VALLEY SCHOOL DEVELOPMENT, LLC, a Utah limited liability company, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 450 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, 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" attached hereto and by this reference made a part hereof:

Legal Description:

PARCEL 1:

Proposed Lot 1 of Proposed WALLACE STEGNER ACADEMY SUBDIVISION, said Proposed Lot 1 being more particularly described as follows:

A part of the Southeast quarter of Section 23, and the Northeast quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, West Valley City, Salt Lake County, Utah:

Beginning at a point which is 513.18 feet North 00°05'37" East along the quarter section line and 96.07 feet due East from the South quarter corner of said Section 23, running thence due East 495.42 feet to the Westerly line of Rocky Mountain Power property; thence two (2) courses Southerly along said Westerly line as follows: (1) South 02°47′55° West 186.46 feet; and (2) South 05°42′28° West 312.95 feet to the Northerly right-of-way line of Parkway Boulevard as it exists at a 49.50 foot half-width; thence Westerly 158.67 feet along said Northerly line and the arc of a 2049.50 foot radius curve to the left through a delta angle of 04°26'09°, and long chord of South 84°38'34" West 158.63 feet; thence South 88°55'10" West 75.45 feet; thence South 69°50'29" West 58.81 feet to said Northerly line of Parkway Boulevard; thence Southwesterly 162.13 feet along said Northerly line and the arc of a 2049.50 foot radius curve to the left through a delta angle of 04°31'57", and long chord of South 76°27'21" West 162.09 feet to a point of curvature; thence Northerly eight (8) courses along the Easterly line of a public street as follows: (1) Northwesterly 30.98 feet along the arc of a 20.00 foot radius curve to the right through a delta angle of 88°45'51", and long chord of North 61°25'42" West 27.98 feet; (2) North 17°02'47" West 67.02 feet to a point of curvature; (3) Northerly 51.75 feet along the arc of a 173.00 foot radius curve to the right through a delta angle of 17°08'24", and long chord of North 08°28'35" West 51.56 feet; (4) North 00°05'37" East 50.93 feet to a point of curvature; (5) Northerly 60.87 feet along the arc of a 173.00 foot radius curve to the right through a delta angle of 20°09'30", and long chord of North 10°10'22" East 60.55 feet; (6) North 20°15'07" East 51.96 feet to a point of curvature; (7) Northerly 80.24 feet along the arc of a 227.00 foot radius curve to the left through a delta angle of 20°15'07", and long chord of North 10°07'34" East 79.82 feet; and (8) due North 205.80 feet to the point of beginning.

PARCEL 1A:

Tax Id No.: 14-23-400-044 and 14-26-202-002

Assessor Parcel No.

14234000440000

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 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.

Dated this 18 day of 30he , 2021.
San h.
(Insert Grantor Name Here) GRANTOR
(Insert Grantor Name Here) GRANTOR
Acknowledgment by a Corporation, LLC, or Partnership:
STATE OF Utah
) 99
County of Davis)
On this 8 day of JUNC, ,202, before me, the undersigned Notary
Public in and for said State, personally appeared SNUIDON KILPUCK (name),
- 0. (- 1.0.0.10
•
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

the

instrument

executed

or

the

person

who

behalf

of

on

West valley school Developmentity 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.

ST ST	TATE O
	JEJ
	CON
	MY C

TATE OF UTAH NOTARY PUBLIC
JENNIFER WALLACE
COMMISSION #710389
MY COMMISSION EXPIRES:
02-04-2024

(Notary S	ignature)
-----------	-----------

NOTARY PUBLIC FOR (state)

Residing at: (city, state)

My Commission Expires: 2.4.24 (d/m/y)

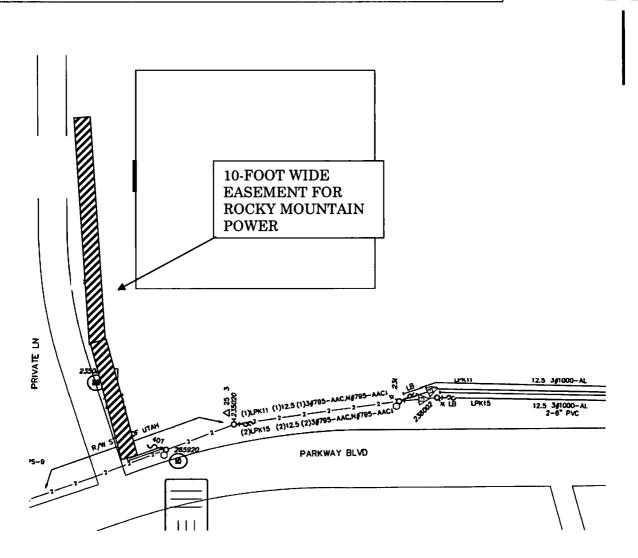
Property Description

Quarter: _NE_ Section: __23_ Township _1S__ (N or S), Range __2W_

(E or W), __SALT LAKE Meridian County: SALT LAKE ____State:

____ State: ___UTAH_____

Parcel Number: 14234000440000



CC#: 11441 WO#: 6997239

Landowner Name: West Valley School

Drawn by: JBLUM

EXHIBIT A

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: NOT TO SCALE