

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/ Brian Young

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

14036858 B: 11382 P: 9134 Total Pages: 4  
10/31/2022 03:30 PM By: adavis Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SALT LAKE CITY, UT 84116

Project Name: SLC Public Utilities

WO#: 10075022

RW#: 2021BAY006

Assessor Parcel No.:08-23-100-002

### **RIGHT OF WAY EASEMENT**

For value received, **The American Oil Company**, ("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 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 and shown on Exhibit "A" attached hereto and by this reference made a part hereof:

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 10 day of October, 2022.

J. Frankenthal  
GRANTOR

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**Acknowledgment by a Corporation**

STATE OF Illinois )  
County of Kane ) ss.

On this 10<sup>th</sup> day of October, 2022, before me, the undersigned Notary Public in and for said State, personally appeared John Frankenthal (name), known or identified to me to be the Liability Manager (title) of the corporation that executed the instrument or the person who executed the instrument on behalf of BP Products NA (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.



Linda Fox  
(Notary Signature)  
NOTARY PUBLIC FOR Illinois (state)  
Residing at: Geneva Illinois (city, state)  
My Commission Expires: 9-20-25 (d/m/y)

**Exhibit A**  
**The American Oil Company Easement**  
**Survey & Legal Description**

W 1/4 SEC 14, T.1N.,R.1W. SLM

### EASEMENT DESCRIPTION

A strip of land, 60 feet wide, situate in the Southwest Quarter of Section 14, Township 1 North, Range 1 West, Salt Lake Meridian, Salt Lake City, Salt Lake County, Utah, the sidelines of said strip being 30 feet each side of the following described centerline:

COMMENCING at the Southwest Corner of said Section 14; thence North 00°47'15" East 228.13 feet along the section line to the POINT OF BEGINNING; thence North 30°38'32" East 304.17 feet and TERMINATING.

LESS AND EXCEPTING that portion deeded to Salt Lake City for a drainage canal. (Entry #570043)

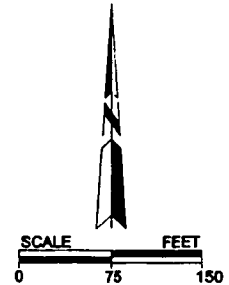
The above described parcel contains 17,633 square feet or 0.40 acre, more or less.



ADJOINING PROPERTY OWNER  
SALT LAKE CITY CORP  
APN 03-15-476-076-0000

DRAINAGE CANAL DEEDED TO  
SALT LAKE CITY (Entry #570043)  
NOT ASSIGNED A PARCEL No.

ADJOINING PROPERTY OWNER  
SALT LAKE CITY CORP  
APN 03-15-476-076-0000



ADJOINING PROPERTY OWNER  
NUGRO LP  
PARCEL # 03-14-303-0280-0000

EXISTING STRUCTURE

NEW STRUCTURE

PROPERTY OWNER  
AMERICAN OIL CO  
PARCEL # 08-23-100-002-0000

P.O.B.

EXISTING STRUCTURE

N 00°47'15" E 228.13' (TIE)

N 30°38'32" E 304.17'

SW COR SEC 14, T.1N.,R.1W. SLM

Bearings are UTM North Zone 12, NAD 83, USSF. Distances are grid.

REV: 1 DATE: 6/13/22 DESC: RMP-314 SLC Public Utilities

BY KT CHK JJC APP JJC



700 South 680 West Woods Cross, UT 84087 (201) 292-8854

## EXHIBIT "A"

DESCRIPTION OF AMERICAN OIL CO. PROPERTY CROSSING  
APN: 08-23-100-002-0000  
A PORTION OF THE SOUTHWEST QUARTER OF  
SECTION 14-T1N-R1W, SLM  
SALT LAKE COUNTY, UTAH



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SCALE 1"=150'