

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

14057361 B: 11393 P: 3545 Total Pages: 3

12/28/2022 04:21 PM By: dsalazar Fees: \$0.00

Rashelle Hobbs, Recorder, Salt Lake County, Utah

Return To: WEST JORDAN CITY

8000 S REDWOOD RD WEST JORDAN, UT 84088



Project Name:

WO#:

RW#:

UTILITY RIGHT OF WAY EASEMENT

Tax ID No. 27-03-476-020

PIN No. 14039

Project No. F-LC35(276)

Parcel No. LC35:106:EU

For value received, **Etna Properties, LLC**, a Limited Liability Company of the State of Utah ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an overhang easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric transmission power lines, and communication lines for Grantee's use and all necessary or desirable accessories and appurtenances thereto; 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, and 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:

Legal Description:

A perpetual right of way easement, upon part of an entire tract of property, situate in the SE1/4 SE1/4 of Section 3, T.3S., R.1W., S.L.B.&M., in Salt Lake County, Utah, incident to the construction of the widening of 1300 West Street known as Project No. F-LC35(276) The boundaries of said part of an entire tract of property are described as follows:

Beginning at a point on the southerly line of said entire tract, which point is 571.73 feet (571.50 feet by record) North along the easterly Section line and 37.50 feet West from Southeast Corner of said Section 3, at a point on a line parallel with and 37.50 feet perpendicularly distant westerly from the 1300 West Street control line; and running thence S.89°58'43"W. (West by record) 9.00 feet along said southerly line; thence North 87.77 feet to the northerly line of said entire tract; thence East 9.00 feet along said northerly line, to said parallel line; thence South 87.77 feet along said parallel line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 790 square feet in area or 0.018 acre, more or less.

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(Note: Rotate all bearings in the above description 00°15'44" clockwise to obtain highway bearings.)

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.

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Dated this 5 day of December, 2022

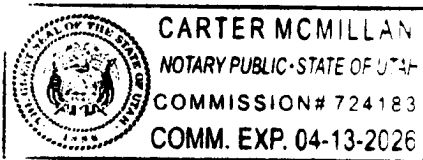


Etna Properties, LLC, GRANTOR

STATE OF Utah)
County of Salt Lake) ss.

On this 5 day of December, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Keith Warburton (name), known or identified to me to be the Managing Member (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 Etna Properties, LLC, a Limited Liability Company of the State of Utah 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.



Carter McMillan

(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Lehi, UT (city, state)
My Commission Expires: 4-13-26 (d/m/y)