

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Cheryl Beauchaine

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

14093665 B: 11412 P: 6756 Total Pages: 4

04/14/2023 08:38 AM By: salvarado 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



Project Name: Sunrise 13

WO#: 8152110

RW#: 2023LBB036

### **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **City of South Jordan** ("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 416 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:**

Beginning at the West most Corner of the Daybreak South Jordan City Public Safety Center. said point also being on the Southerly Right-of-Way Line of Lake Avenue, said point lies South 89°55'30" East 846.346 feet along the Daybreak Baseline Southeast (Being South 89°55'30" East 10641.888 feet between the Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 3161.117 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lake Avenue North 53°27'06" East 415.988 feet to an existing 10.000 foot PUE as shown on said Daybreak South Jordan City Public Safety Center; thence along said existing 10.000 foot PUE South 36°32'54" East 10.000 feet to a point 10.000 feet perpendicularly distant Southerly from said Southerly Right-of-Way Line of Lake Avenue; thence along said 10.000 foot perpendicularly distant line South 53°27'06" West 415.823 feet to the Southwest Line of said Daybreak South Jordan City Public Safety Center; thence along said Daybreak South Jordan City Public Safety Center North 37°29'42" West 10.001 feet to the point of beginning.

Assessor Parcel No.

26241540010000


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.

Dated this 13 day of April, 2023.

  
GRANTOR - Printed Name Gary L. Whatcott

\_\_\_\_\_  
GRANTOR - Printed Name \_\_\_\_\_

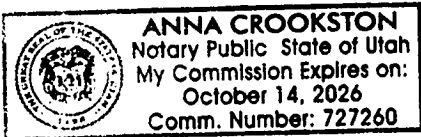
**Acknowledgment by Trustee, or Other Official or Representative Capacity:**

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

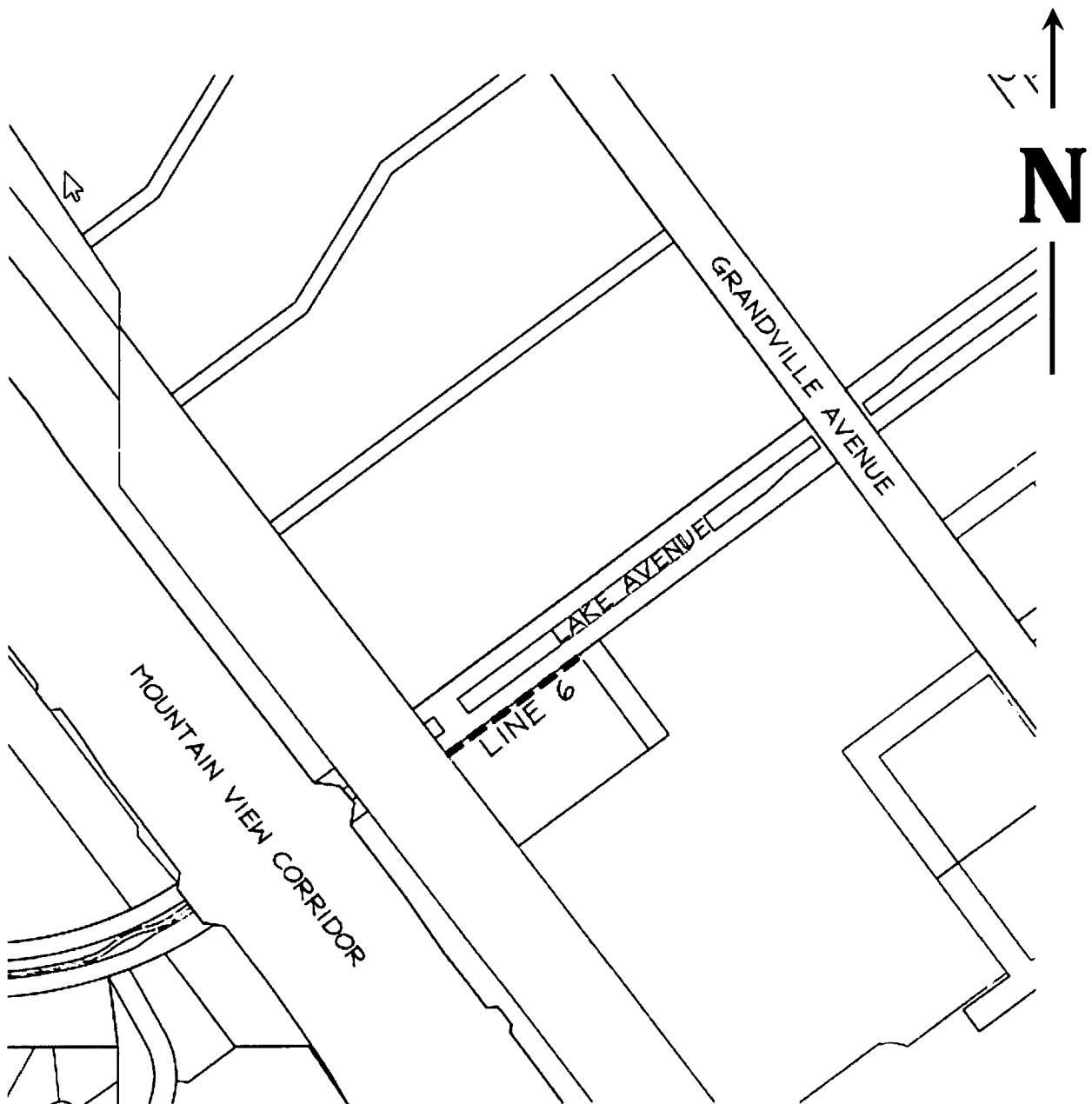
On this 13 day of April, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Gary L. Whatcott (representative's name), known or identified to me to be the person whose name is subscribed as City Manager (title/capacity in which instrument is executed) of South Jordan 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.

Anna Crookston  
(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: South Jordan (city, state)  
My Commission Expires: October 14, 2023 d/m/y



### **Property Description**

Quarter: NW Quarter: \_\_\_\_\_ Section: 24 Township 3S, Range 2W, Salt  
 Lake Base and Meridian  
 County: Salt Lake State: Utah  
 Parcel Number: 26241540010000

CC#: 11431 WO#: 8152110

Landowner Name: City of South Jordan

Drawn by: Cheryl Beauchaine

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