

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

14283923 B: 11515 P: 7914 Total Pages: 4
09/04/2024 09:37 AM By: mpalmer Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: UTAH DEPARTMENT OF TRANSPORTATION
4501 S. 2700 W.SALT LAKE CITY, UT 84114

WITH A COPY TO:

Rocky Mountain Power
Property Management Department
1407 West North Temple
Salt Lake City, UT 84140

EASEMENT
Salt Lake County

Affecting Tax ID No.	14-23-226-003
PIN No.	7704
Project No.	S-0085(1)0
Parcel No.	0085:499:AEQ

The Utah Department of Transportation, by its duly appointed Director of Right-of-Way ("Grantor") of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS TO PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement ("Easement") upon the following described tract of land in Salt Lake County, State of Utah, for the purpose to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area as more particularly described on Exhibits "A", attached hereto and by this reference made a part hereof.

Access. Grantee shall have a right of access within the described Easement Area. Grantor may not fence the Easement Area to preclude access in a manner that will prevent longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee. The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantor.

Grantor's Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or structure of any kind or nature; b) excavate closer than fifty feet (50') from any pole or structure; c) excavate anywhere in the Easement Area in a manner that undermines or removes lateral support from any pole or structure, or that prevents or impairs Grantee's access to any pole or structure; d) place or use anything, including equipment or vehicles that exceeds twelve feet (12') in height; e) increase the existing ground elevation; f) light any fires or store flammable or hazardous materials; or g) otherwise use the Easement Area in any manner that violates the National Electrical Safety Code, OSHA, High Voltage Overhead Line Safety Act, and all other applicable federal, state and local laws, rules, regulations and ordinances.

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Grantor reserves the right to use the easement for cut and/or fill slope features for the maintenance of adjoining highway so long as said cut and/or fill slope features do not interfere with Grantee's clearance as defined above.

Vegetation Management. Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12'). Grantee shall have the right to prune or remove all vegetation within the Easement Area in violation of the foregoing or, in its reasonable opinion, interferes with or is causing or may cause a threat of harm to its facilities or improvements.

Miscellaneous Provisions.

Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein

Amendments. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.

No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

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STATE OF UTAH) UTAH DEPARTMENT OF TRANSPORTATION

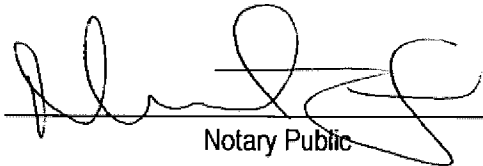
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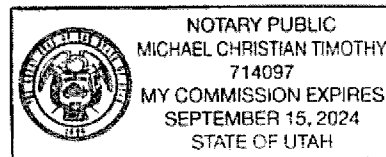
COUNTY OF SALT LAKE)

By

Ross Crowe, Director of Right of Way

On this 3rd day of September, in the year of 2024, before me personally appeared, Ross Crowe, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right of Way of the UTAH DEPARTMENT OF TRANSPORTATION.


Notary Public



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Exhibit A
(Legal Description of Easement Area)

A perpetual easement, upon part of an entire tract of land, in the NE1/4NE1/4 of Section 23, T.1S., R.2W., S.L.B.&M. The boundaries of said easement upon part of an entire tract of land are described as follows:

Beginning at a point 565.42 feet S.00°08'00"E. along the section line and 523.78 feet S.89°52'00"W. from the Northeast Corner of said Section 23; and running thence S.44°19'25"W. 63.63 feet to the beginning of a 755.00-foot radius non-tangent curve to the left (Note: Radius bears S.62°26'47"W.); thence northwesterly 82.86 feet along the arc of said curve, through a central angle of 06°17'16" (Note: Chord to said curve bears N.30°41'51"W. for a distance of 82.81 feet); thence N.44°19'25"E. 49.30 feet to the beginning of a 1,030.92-foot radius non-tangent curve to the right (Note: Radius bears S.47°08'35"W.); thence southeasterly 80.33 feet along the arc of said curve, through a central angle of 04°27'53" (Note: Chord to said curve bears S.40°37'30"E. for a distance of 80.31 feet) 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 upon part of an entire tract of land contains 4,496 square feet in area or 0.103 acre, more or less.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.