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WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088

6632841  
04/30/97 11:08 AM 14.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
8000 S REDWOOD RD  
WEST JORDAN, UT 84088  
REC BY: P ANDERSON , DEPUTY

NOTICE

TO WHOM IT MAY CONCERN:

Lesley G. Norton and Cheryl Norton, of West Jordan, Utah, hereby acknowledge that we are the owners of that certain parcel of real property located in Salt Lake County, Utah, and more particularly described as follows:

Lot No 226 of the Country Willow Phase 2 subdivision, located in Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, according to the official plat thereof as recorded in the Office of the Salt Lake County Recorder.

In accordance with Section 10-4-109 of the West Jordan Zoning Ordinance we have been granted permission to construct an accessory building upon a portion of said Lot 226 in an small area previously encumbered by that certain 10.0 foot "public utilities easement" as shown on the aforementioned subdivision plat; provided, however, that the structure will not be located nearer to the boundary line of the Lot than is allowed by municipal ordinance. There are no existing utility lines within the platted easement to be built upon, per verification effected at our request through the "Blue Stakes" program.

We hereby, acknowledge that the location of the accessory structure may be "at risk" of relocation and may be subject to the superior interest of the intended beneficiary of the platted easement and that the structure may, except as affected by the legal doctrine of "waste", be required to be relocated, at the property owner's expense, to accommodate said use by the intended beneficiary of the platted easement. As used in this instrument, the term "intended beneficiaries of the platted easement" shall be construed to mean, in the case of a "public utility easement", those utilities currently licensed or franchised by West Jordan City to provide electrical power, telephone services, natural gas, culinary water, sanitary sewer services and/or cable television services to residents of the community. Provided, however, that the execution and recordation of this document are not intended to expand or restrict the rights or obligations of any party to any easement, platted or otherwise, possessed by any person or entity immediately prior to the execution and recordation of this document.

6632841

BK 7655 PG 1924

The provisions of this instrument shall be deemed to "run with the land" and shall be binding upon our heirs, successors and assigns, including future purchasers of the property.

Executed at West Jordan, Utah, this 23 day of April, 1997.

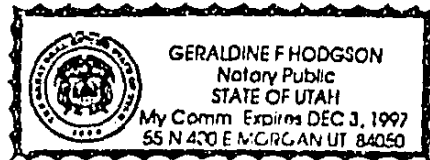
Lesley G. Norton  
Lesley G. Norton

Cheryl Norton  
Cheryl Norton

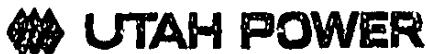
STATE OF UTAH                    )  
  ) ss  
COUNTY OF SALT LAKE        )

On this 23rd day of April, 1997, Lesley G. Norton and Cheryl Norton personally appeared before me and, on their oaths, acknowledge to me that they signed the foregoing Notice for the purpose therein indicated.

Geraldine F. Hodgson  
NOTARY PUBLIC



BK7655PG1925



Jordan Valley Operations  
 12840 Pony Express Road  
 Draper, Utah 84020-9273

April 1, 1997

Lesley G. Norton  
 3347 West 6880 South  
 West Jordan, Utah 84084

Dear Mr. Norton:

As you requested, Utah Power hereby consents to a proposed encroachment of the utility easement along the south and west boundary of lot #226, Country Willows phase II subdivision in West Jordan, Utah.

However, this consent does not waive or relinquish any rights necessary to the operation, maintenance, renewal, construction, repair, or removal of Power Company lines, conduit, or other power facilities, which are or may be located on said easement. Also, all clearances must be maintained from Power Company lines.

As consideration for the Power Company granting you permission to encroach upon said easement, it will be necessary for you to hold the Power Company harmless from any and all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation, maintenance, condition, use or presence of your structures upon said easement. Utah Power and Light Company shall not be responsible for any damages to structures or property located on said easement.

Please acknowledge receipt of this letter and your consent to the aforementioned terms by returning an executed copy of this letter to me.

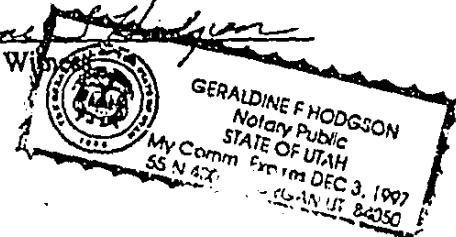
Sincerely,

*Douglas L. Marx*

Douglas L. Marx  
 District Operations Manager

Consented to this 23 day of April 1997.

*Lesley G. Norton*  
 Signed \_\_\_\_\_



BK 7655 PG 1926