

Return to:

PacifiCorp  
 c/o Lisa Louder  
 NTO Suite No. 110  
 1407 West North Temple  
 Salt Lake City, Utah 84116

W.O. No: 10022726

R.W. No. 20030181

### RIGHT OF WAY EASEMENT

For value received, Southside Church of Christ Inc., a Utah nonprofit Corporation, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, d/b/a Utah Power, its successors and assigns, ("Grantee"), an easement for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission lines, distribution lines and Grantee's communication lines, specifically limited to one pole, together with all necessary accessories and appurtenances thereto but not including any other structures, as located by Grantee on, over or under the surface of the real property of Grantor in Salt Lake County, State of Utah, more particularly described as follows and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

A parcel of land being part of PJLV Subdivision situate in the Southwest Quarter of Section 21, Township 2 South, Range 1 West, Salt Lake Base and Meridian, West Jordan City, Salt Lake County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at the point of intersection of the north right of way line of 7000 South Street and the westerly line of the Utah & Salt Lake Canal which is 494.17 feet N.89°59'50"E along the section line and 53.00 feet N.00°00'10"W from the Southwest Corner of said Section 21 and running thence S.89°59'50"W 35.07 feet along said north right of way line; thence N.13°24'08"E 30.59 feet; thence S.89°16'32"E 34.05 feet to said westerly canal line; thence S.11°41'09"W 29.94 feet along said westerly line to the point of beginning. The above-described part of an entire tract contains 1022 square feet or 0.023 acre.

Tax Parcel No. 21-21-353-001

Together with the right of access to and from the right of way from adjacent lands and the rights to use adjacent lands during initial construction and for all activities in connection with the purposes for which this easement has been granted; and together with the present and 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 described herein or impede Grantee's activities described herein.

Should damages occur either on the easement area or adjacent lands through the exercise of rights granted herein, Grantee will restore the property to a condition reasonably similar to the condition prior to entry.

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 on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface and sub-surface of the right of way may be used for purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Should Grantee abandon the easement granted hereby, Grantee will be responsible to remove all its property within six months of its abandonment and to restore the easement area to a condition similar to that of Grantor's adjacent lands.

Grantee accepts this easement subject to all easements of record and any other legal rights or interests held by any third party at the time this easement was granted. Grantee agrees not to interfere with any existing easements or other legal rights or interests held by a third party or entity and agrees to indemnify and hold Grantor harmless from and against any such claims or causes of action.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 13<sup>th</sup> day of April, 2006.

Southside Church of Christ, Inc.

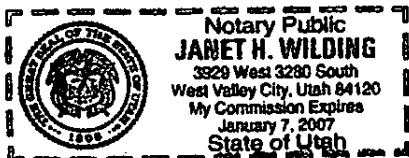
By: Mark Swan

Its: Treasurer/Attorney

**REPRESENTATIVE ACKNOWLEDGMENT**

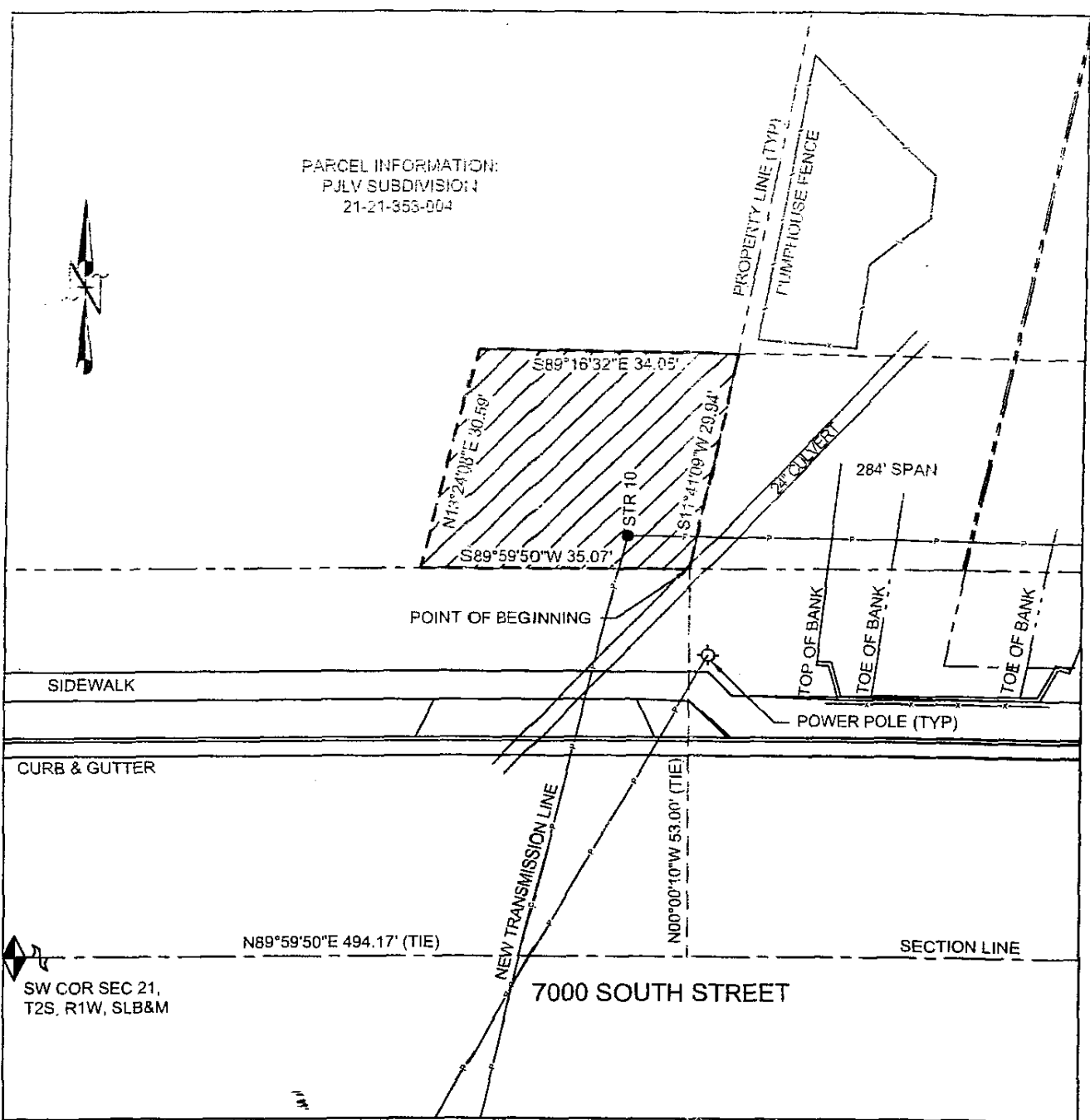
STATE OF Utah )  
 )ss.  
County of Salt Lake )

This instrument was acknowledged before me on this 13<sup>th</sup> day of April, 2006, by Mark Swan, the signer/s of the above instrument, who duly acknowledged to me that they are the Authorized Agent for said Corporation.



Janet Wilding  
Notary Public  
My commission expires: 1/7/07

PARCEL INFORMATION:  
 PJLV SUBDIVISION  
 21-21-353-004



**EASEMENT DESCRIPTION:**

An easement over property owned by PJLV SUBDIVISION, ("Grantors"), situated in Section 21, Township 2 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah, and being more particularly described as follows:

The portion of "Grantor's" land shown above (see easement document)

Contains: 0.023 acres, more or less, (as described)

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 RIGHT OF WAY HEREIN GRANTED.

REV 1	DATE: 3/20/06	DESC. KC-109 70TH SOUTH TRANSMISSION	BY SAM	CHK SB	APP TWH
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**TEC ELECTRICAL CONSULTANTS, INC.**  
 SALT LAKE CITY, UTAH

1410 South 500 West Woods Cross, UT 84087 (801) 232-9554

**EXHIBIT "A"**  
 THROUGH PJLV SUBDIVISION PROPERTY  
 SECTION 21 T.2.S., R.1.W.  
 SALT LAKE BASE & MERIDIAN

**PACIFICORP**

SCALE 1"=20'