REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/Louis Lopez
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Quick Quack Car Wash

WO#: 6574127

RW#:

12900224

12/10/2018 12:55 PM \$16.00

Book - 10737 P9 - 1789-1792

ADAM GARDINER

RECORDER, SALT LAKE COUNTY, UTAH

ROCKY MOUNTAIN POWER

ATTN: LISA LOUDER

1407 W NORTH TEMPLE STE 110

SLC UT 84116-3171

BY: MZA, DEPUTY - WI 4 P.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Johnson, Ralph B. ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a non-exclusive easement for a right of way 5 feet in width and 164 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: Lot 1, Park Avenue Retail Plat 1

Assessor Parcel No.

2734102010

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.

Grantor reserves the right to cross the easement Granted herein with other underground utilities, lines, drains or other facilities of Grantor on the condition that Grantor's installation is not within this Rocky Mountain Power easement running parallel to Grantee's installation of facilities and so long as such installation by Grantor crosses the Grantee's easement on an angle with lawfully required vertical separation.

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

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commercial purposes including access, paving, landscaping and those required by Riverton City for Grantor's site plan approval of a commercial building not inconsistent 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 3 day of <u>Accember</u>, 2018

(Insert Grantor Name Here) GRANTOR

Acknowledgement by an Individual Acting on His Own Behalf:

STATE OF <u>Utan</u>		
County of <u>Salt Lake</u>) ss.)	
On this 3 rd day of December in and for said State, personally app		
or identified to me to be the person acknowledged to me that (he/she/the	on whose name is subscribed	
IN WITNESS WHEREOF, I have h		ed my official seal the day and
year in this certificate first above we	ritten.	
	Indu Mels	<u> </u>
	•	(notary signature)
ANDREA NELSON MOTARY PUBLIC-STATE OF UTAH	NOTARY PUBLIC FOR	Utan (state)
COMMISSIONS 683134	Residing at: Miduale,	