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09/13/2010 12:03 PM \$14.00

Book - 9858 Pg - 239-241

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

ROCKY MOUNTAIN POWER

ATTN: LISA LOUDER

1407 W NORTH TEMPLE STE 110

SLC UT 84116-3171

BY: ZJM, DEPUTY - WI 3 P.

*When recorded return to:***Rocky Mountain Power**

Attn: Lisa Louder

1407 W North Temple, Ste. 110

Salt Lake City, UT 84116

Project Name: Granite School District

WO#: METROW

RW#: 20100170.4/SG

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **The Board of Education of Granite School District** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 20 feet in width and 554 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 therefore; and pads, transformers, switches, vaults and cabinets, 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 "A" attached hereto and by this reference made a part hereof:

A right of way 20 feet in width situated in the northeast quarter of the southeast quarter of Section 16 and the northwest quarter of the southwest quarter of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the northwest corner of Grantor's land being N.89°45'27"W. 172.94 feet from the west quarter corner of said Section 15; and running thence S.89°45'27"E. 172.94 feet along the center quarter section line to the west quarter corner of said Section 15; thence S.89°51'10"E. 291.06 feet along said center quarter section line; thence south 90.0 feet; thence N.89°51'10"W. 20.0 feet; thence north 75.0 feet; thence N.89°51'10"W. 271.06 feet; thence N.89°45'27"W. 172.94 feet to Grantor's west boundary line; thence N.00°00'01"E. 15.0 feet along Grantor's west boundary line to the point of beginning. Containing 8,460 square feet or 0.194 acres, more or less.

Assessor Parcel Number: 22-15-301-001

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.

If at any time hereinafter, the operation or maintenance of Grantee's facilities as hereinabove described shall interfere with any operations of Grantor, Grantee shall, upon written request from Grantor, relocate and reconstruct said facilities on Grantor's land or other land provided by Grantor so as to avoid such interference. In such event, Grantee shall execute a recordable document releasing this right of way easement as to the abandoned portion of the easement area, and Grantor shall provide Grantee a right of way easement for the relocated facilities on terms and conditions similar to those contained in this right of way easement. The cost and expense of such relocation and reconstruction shall be borne by Grantor.

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

Dated this 1 day of September, 2010.

**The Board of Education of Granite School District**

By: David F. Garrett

Its: Business Administrator/Treasurer

STATE OF Utah )  
  ) §  
COUNTY OF Salt Lake )

**REPRESENTATIVE ACKNOWLEDGMENT**

This instrument was acknowledged before me on this 1 day of

September, 2010, by David F. Garrett, as

Business Administrator/Treasurer of The Board of Education of Granite School District.

Marilynn Boekweg  
Notary Public

My commission expires: \_\_\_\_\_



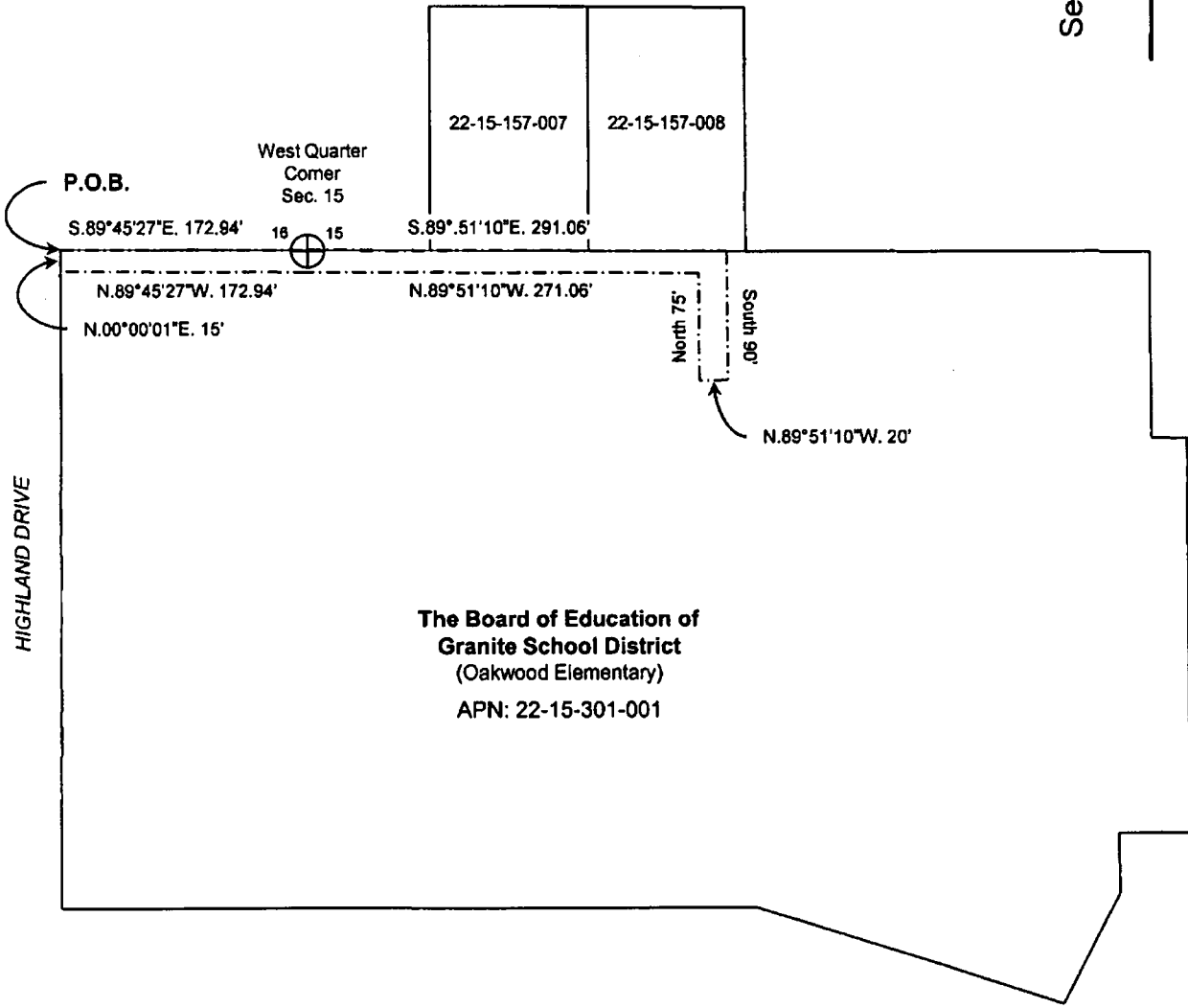
# Property Description


## LEGEND

- Property Boundary
- - - - Right of Way Boundary

Sections 15 & 16

T.2S., R.1E., SLB&M



CC#: 11431	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.	
WO#: 005402490		
NAME: Granite School Dist. - Oakwood		
DRAWN BY: SHG		
 <b>ROCKY MOUNTAIN POWER</b> <small>A DIVISION OF PACIFICORP</small>	<b>EXHIBIT A</b>	Jordan Valley Operations
	SCALE: No Scale	SHEET 1 OF 1