

4

13105590
10/22/2019 02:24 PM \$40.00
Book - 10849 Pg - 1899-1902
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: DCP, DEPUTY - WI 4 P.

WHEN RECORDED, RETURN TO:

Rocky Mountain Power
Attn: Lisa Louder/ Mailia Lauto'o
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL-0724
File No. 36001/ 36002
Tax ID No. 33-22-400-001

PUBLIC ROADWAY EASEMENT

ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp, successor in interest to Utah Power & Light Company, whose principal office is located at 1407 West North Temple, Salt Lake City, Utah, 84116, ("GRANTOR"), hereby CONVEYS to the City of Bluffdale, a Utah municipal corporation, its successors-in-interest and assigns ("GRANTEE"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a public roadway, along with a perpetual easement and right of way for the associated public utilities, including water, sewer, storm drain, in on, and/or across the following described real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

Beginning at point being North 1,395.32 feet along the section line and West 692.46 feet from the South Quarter Corner of said Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian); and running thence

- thence North 31°35'54" West 429.12 feet;
- thence Northwesterly 308.48 feet along the arc of a 560.00 foot radius curve to the left (center bears South 89°32'21" West and the chord bears North 16°14'31" West 304.60 feet with a central angle of 31°33'44");
- thence North 32°01'30" West 566.72 feet;
- thence Northwesterly 293.45 feet along the arc of a 525.00 foot radius curve to the right (center bears North 57°58'29" East and the chord bears North 16°00'45" West 289.64 feet with a central angle of 32°01'31");
- thence North 56.75 feet;
- thence South 31°35'54" East 203.04 feet;
- thence Southeasterly 133.85 feet along the arc of a 310.00 foot radius curve to the left (center bears North 82°43'00" East and the chord bears South 19°39'11" East 132.82 feet with a central angle of 24°44'22");
- thence South 32°01'23" East 560.47 feet;
- thence Southeasterly 330.18 feet along the arc of a 640.00 foot radius curve to the right (center bears South 57°58'37" West and the chord bears South 17°14'36" East 326.53 feet with a central angle of 29°33'34");
- thence Southeasterly 350.70 feet along the arc of a 393.26 foot radius curve to the left

(center bears North 87°31'09" East and the chord bears South 28°01'42" East 339.20 feet with a central angle of 51°05'41");
thence South 53°35'36" East 84.47 feet;
thence Southeasterly 168.64 feet along the arc of a 400.00 foot radius curve to the left (center bears North 36°24'24" East and the chord bears South 65°40'16" East 167.39 feet with a central angle of 24°09'20");
thence South 31°35'54" East 73.74 feet;
thence North 89°34'05" West 112.91 feet;
thence Northwesterly 142.78 feet along the arc of a 480.00 foot radius curve to the right (center bears North 19°21'47" East and the chord bears North 62°06'54" West 142.26 feet with a central angle of 17°02'37");
thence North 53°35'36" West 42.83 feet to the point of beginning.

Contains 130,973 Square Feet or 3.007 Acres

This easement is granted subject to the following restrictive conditions:


- 1) Grantee, its successors and assigns, will not make or allow to be made any use of the easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional construction and installations constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.
- 2) In the event that curb and gutter is constructed on the easement herein granted by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons.
- 3) Grantee, its successors and assigns, will not use or permit to be used on said easement construction cranes or other equipment that violate OSHA and UTAH High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the easement area. Grantee will not excavate within 50 feet of Grantor's transmission structures. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and UTAH High Voltage Act Safety Clearance Standards.
- 4) Grantee shall not place or allow to be placed any trees or other vegetation within the easement exceeding twelve (12) feet in height. Grantee shall be responsible for removing any trees or vegetation that exceeds the 12-foot limitation.
- 5) In the event Grantee ceases to use, for purposes of a roadway, the property herein described, this

easement shall thereupon immediately terminate, with all rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.

- 6) Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.
- 7) Release and Indemnification
 - a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims") except to the extent such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.
 - b) All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof.
- 8) 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.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 11 day of October, 2019.

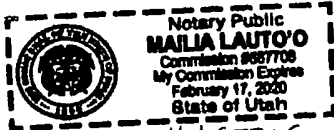
**ROCKY MOUNTAIN POWER, an
unincorporated division of PacifiCorp**


By: Joshua Jones
Its: Dir. Asset Management
)

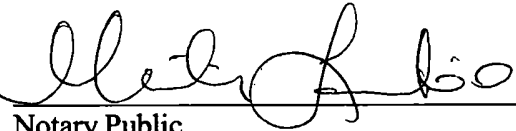
STATE OF UTAH

COUNTY OF SALT LAKE)
:SS

On the 11 day of October, 2019, personally appeared before me Joshua Jones, who being duly sworn did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said Dir. Asset Management duly acknowledged to me that said corporation executed the same.



#687708
My Commission Expires:
February 17, 2020


Notary Public

Residing at: Salt Lake, Utah