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

Project Name: WO#: 6135692 RW#: 03/24/2016 04:30 PM \$14.00
Book - 10414 Pg - 4331-4333
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: SRP, DEPUTY - WI 3 P.

12246396

## **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **DRAPER SPECTRUM**, **LC** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way <u>Ten (10)</u> feet in width and <u>Two Hundred Thirty-Six (236)</u> 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:

Legal Description: CENTERLINE DESCRIPTION OF A PROPOSED 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT, BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT WHICH IS SOUTH 89°57'28" WEST 5.00 FEET FROM THE SOUTHEAST CORNER OF LOT 101A, EASTGATE SUBDIVISION AMENDED, BEING ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, AND RUNNING THENCE NORTH 00°02'10" EAST 5.00 FEET PERPENDICULARLY DISTANT AND PARALLEL TO THE EAST LINE OF SAID LOT 101A, A DISTANCE OF 236.18 FEET TO THE NORTH LINE OF SAID LOT 101A, AND POINT OF TERMINATION. NOTE: LINES SHOULD BE REDUCED OR LENGTHENED TO MATCH THE NORTH AND SOUTH LINES OF SAID LOT 101A.

Assessor Parcel No.

28-30-151-056

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.

Page 1 of 2

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.

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 1/0 th day of Mas	<u>ch</u> , 20 <u>16</u> .
Draper Spectrum, LC, GRANTOR	
By: Att	
John R. Thackeray	
Its: / Manager	
Acknowledgment by a Corporation, LLC, or Partnership:	
SS. NOTARY PUBLIC My Comm. E	COBBLEY 3-STATE OF UTAH 400. 05/09/2018 bit \$676701
On this 16 day of	sistant secretary) of the corporation, or the
IN WITNESS WHEREOF, I have hereunto set my hand and affixed certificate first above written.	ed my official seal the day and year in this
:1/\	
	(notary signature)
NOTARY PU	JBLIC FOR <u>utah</u> (state)
Residing at: _	Leh. Utah (city, state)
My Com	mission Expires: <u>5//9//8</u> (d/m/y)
Page 2 of 2	

