

REV05042015

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

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10/15/2019 04:27 PM \$0.00  
Book - 10846 Pg - 921-924  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST VALLEY CITY  
3600 CONSTITUTION BLVD  
WVC UT 84119-3720  
BY: PSA, DEPUTY - MA 4 P.

Project Name:  
WO#: 6669842  
RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **RueCo L.L.C.** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, 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:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northwest Quarter of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at in the easterly right of way line of 5600 West Street (SR-172), said point is 615.99 feet S.00°02'39"W. along the section line and 49.74 feet S.89°57'21"E. from the Northwest Corner of said Section 36 (Note: Basis of Bearing is S.00°02'39"W. along the section line between the found monuments representing the Northwest Corner and the West Quarter Corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said easterly right of way line N.00°02'39"E. 30.00 feet; thence S.89°57'21"E. 20.00 feet; thence S.00°02'39"W. 30.00 feet; thence N.89°57'21"W. 20.00 feet to the point of beginning.

The above described perpetual easement contains 600 square feet or 0.014 acre in area, more or less.

Assessor Parcel No. 14-36-101-004

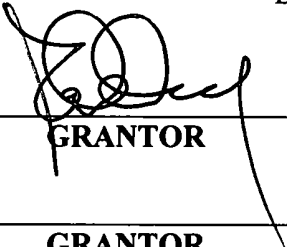
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, 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.

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 25<sup>th</sup> day of September, 2019.

  
\_\_\_\_\_  
GRANTOR  
  
\_\_\_\_\_  
GRANTOR

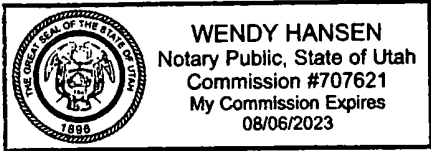
**Acknowledgment**

STATE OF Utah )  
 ) ss.  
County of Davis )

On this 25<sup>th</sup> day of September, 2019, before me, the undersigned Notary Public in and for said State, personally appeared RICH DAY, known or identified to me to be the Manager of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of RueCo L.L.C., and acknowledged to me that said entity executed the same.

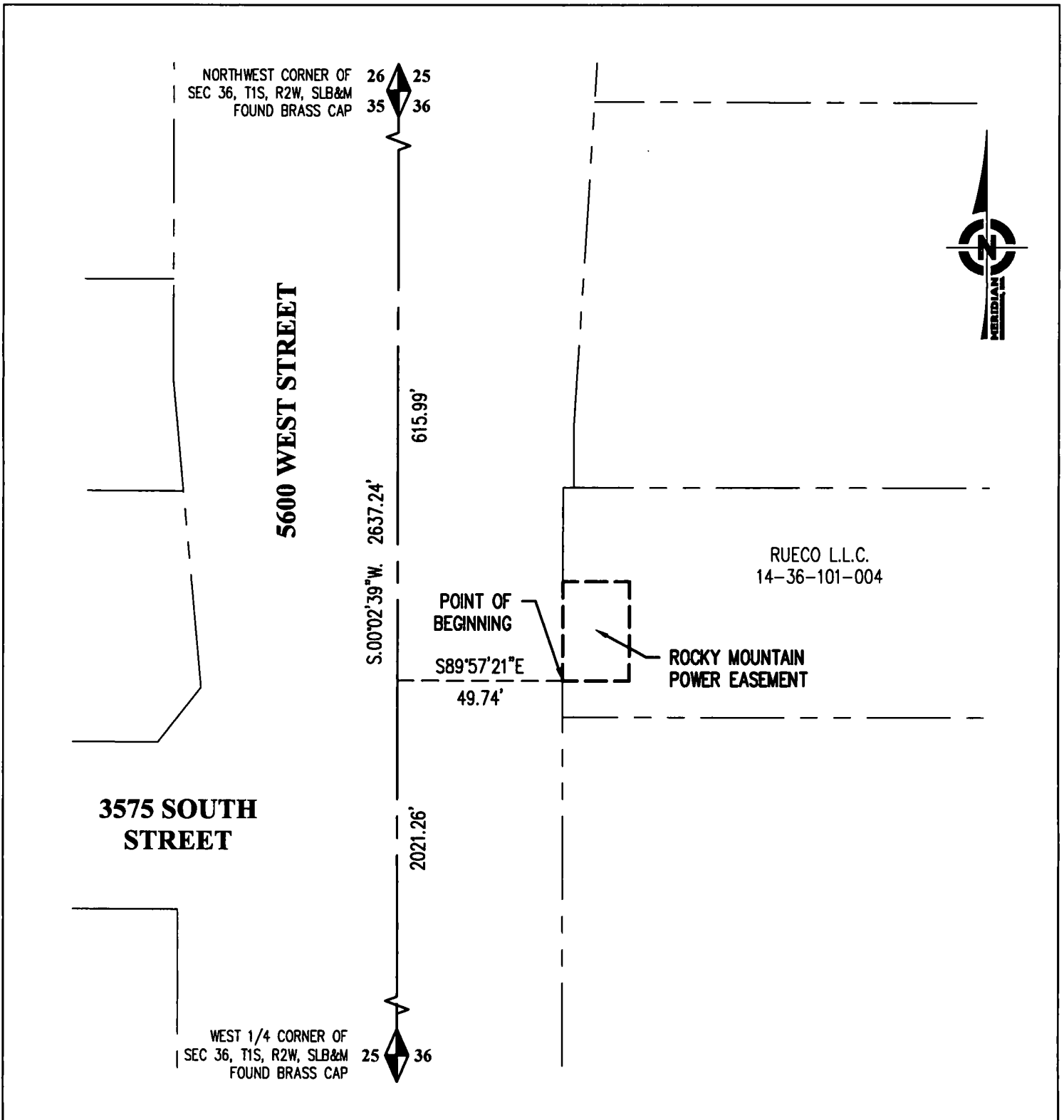
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Wendy Hansen  
(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Draper, Utah (city, state)  
My Commission Expires: 8/6/23 (d/m/y)

# EXHIBIT A



EASEMENT AREA = 600 SF, 0.014 AC

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.

SCALE: N.T.S.    DATE: 04/17/2019

**EXHIBIT A**  
 SITUATE IN THE NW 1/4 OF SEC. 36,  
 T.1S., R.2W., SLB&M  
 SALT LAKE COUNTY, UTAH

BY: GWB    CKD: TRW    APP:

