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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
3000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: LHA, DEPUTY - MA 5 P.

When Recorded, Return to:  
PacifiCorp  
Real Estate Services  
Attn: Dennis Harper  
1407 West North Temple  
Salt Lake City, UT 84140

# 21-26-127-008

**PUBLIC RECREATION EASEMENT AGREEMENT**

This Public Recreation Easement Agreement (the "Easement") is entered into this 14<sup>th</sup> day of July, 2003, by and between, PACIFICORP, an Oregon corporation ("Grantor"), and West Jordan City, a municipal corporation of the State of Utah ("Grantee").

**RECITALS**

A. Grantor owns a certain parcel of land in located in Salt Lake County, state of Utah, used for the construction, maintenance and operation of an electrical power substation, high voltage electric transmission lines and other similar and incidental uses in connection with its electric utility operations. This parcel of land is referred to hereinafter as the " Substation Parcel."

B. Grantor is developing a wildlife habitat observation area, including informational signage, and other improvements within the Substation Parcel (collectively referred to herein as the "Wildlife Habitat Observation Area"). As part of the development of the Wildlife Habitat Observation Area, Grantee desires to acquire from Grantor, public access to the Substation Parcel for the observation and enjoyment of the Wildlife that reside within Substation Parcel.

C. Grantor has agreed to convey an easement to Grantee subject to and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in exchange of the mutual promises herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties enter into this Easement under the following terms and conditions:

1. Grant of Easement. Subject to the terms and conditions set forth herein, Grantor hereby quit claims to Grantee an easement to use the Substation Parcel for the purpose of providing public access to the Substation Parcel, so long as the Substation Parcel is used for public recreational uses and without charge. The location and boundaries of the Easement conveyed to Grantee is more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof.

2. Limitation of Liability.

2.1 Limitation of Landowner's Liability. Grantee shall have the right to use, and allow the public to use without charge, the Substation Parcel for recreational purposes. To that end, Grantee shall take all reasonable and necessary steps to ensure reasonably safe use within the Substation Parcel. The intent of this Easement is to make the Substation Parcel available to

the public for recreational purposes in accordance with the provisions of the Limitation of Landowner Liability – Public Recreation laws as set forth in Chapter 14, Title 57, Utah Code Annotated, and to limit Grantor’s liability toward persons entering such land.

2.2 Indemnification. Grantee, its heirs, successors and assigns, shall release, defend, indemnify, and hold harmless Grantor from and against any and all liability, damage, loss, costs, and expenses, including without limitation attorney’s fees, on account of injury or damage to persons, including without limitation, employees of Grantee and its subcontractors of any tier, or property caused directly or indirectly by Grantee’s use or occupancy of the Substation Parcel.

3. Grantee’s Use.

3.1 Grantee may not:

- a. make any use of the Substation Parcel that, in the sole opinion of Grantor, interferes with the operation, maintenance or repair of Grantor's existing electric facilities and improvements or any facilities or facilities or improvements that may in the future be constructed, added to, modified, or in any way altered;
- b. construct or place any building or structure of any kind or nature (i.e., pavilions, restrooms, etc.), or place or allow to be placed any equipment or material of any kind within the Substation Parcel;
- c. plant or cultivate any tree or vegetation with a potential mature height in excess of twenty five (25) feet on the Substation Parcel and may not plant or cultivate any tree or vegetation with a potential mature height in excess of three (3) feet under or within ten (10) feet of the transmission corridor.
- d. store any flammable materials or allow any fires to be lit within the Substation Parcel; or
- e. alter ground elevations within the Substation Parcel.

3.2 Grantee will not use or permit to be used any cranes or other equipment having a boom or similar attachment which may come in contact with or within an unsafe distance of Grantor's overhead electric transmission and distribution lines or structures. Grantee will not excavate within twenty five (25) feet of Grantor's existing structures or make any other physical changes that will endanger Grantor’s structures.

3.3 Grantee shall comply with all applicable federal, state, and local laws in connection with its use of the Easement.

4. Grantor’s Use.

4.1 Subject to applicable laws, ordinances, statutes, and other regulations, Grantor shall have the right to use the Substation Parcel, without impairment or interference of any kind, for any use in connection with its electric utility operations. Moreover, Grantor may allow the Substation Parcel to be used by others, without permission or notice to Grantee, for any purpose

that does not unreasonably interfere with Grantee's use, including the installation and use for communications equipment, pipelines, and other similar utility-related uses.

4.2 Subject to applicable laws, ordinances, statutes, and other regulations, Grantor shall have the right to cross the Substation Parcel with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon.

4.3 Grantor shall reserve the right to maintain the Substation Parcel clear of any vegetation that may endanger Grantor's facilities or improvements or that may impede Grantor's use and access of the Substation Parcel for its utility operations.

5. Reversion. In the event Grantee ceases to use the Substation Parcel for the purposes set forth in this Easement, this conveyance, including all right, title, and interest granted herein, shall immediately terminate and revert to Grantor.

6. Prevailing Party. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunications costs, and deposition costs, and all other costs of discovery) incurred by such party or parties in such suit or action, including without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

7. Integration. This Easement, including exhibits, represents the entire agreement between the parties and supersedes any and all prior understandings, representations, or agreements of the parties, whether written or otherwise, regarding the subject matter of this document.

8. Authority. Each individual executing this Easement Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Easement Agreement in the capacity and for the entities set forth where he or she signs.

9. This Easement is subject to all existing rights of way and encumbrances of record or in equity or at law.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 14<sup>th</sup> day of July, 2003.

**APPROVED AS TO FORM**

**West Jordan City Attorney**

GRANTOR  
PACIFICORP, an Oregon corporation

GRANTEE  
West Jordan City

By: [Signature]

By: [Signature]

By: [Signature]

Date: 6-25-03

Its: Executive Vice President

Its: Mayor

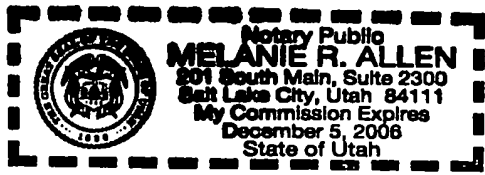
ACKNOWLEDGEMENTS

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 14<sup>th</sup> day of July, 2003, personally appeared before me William D. Landels, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of PacifiCorp, an Oregon corporation, d.b.a. Utah Power & Light Company, and that the within and foregoing Easement document was signed on behalf of PacifiCorp by actual authority.

My Commission Expires:  
12/5/06

Melanie R. Allen  
Notary Public  
Residing at Salt Lake City, Utah

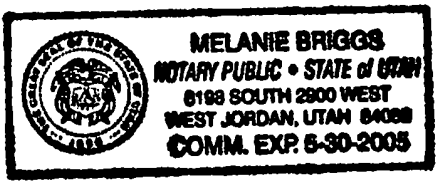


STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 30 day of June, 2003, personally appeared before me Bryan D. Holladay, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of West Jordan City, an Utah municipal corporation, and that the within and foregoing public easement document was signed on behalf of West Jordan City by actual authority. agreement

My Commission Expires:  
May 30, 2005

Melanie Briggs  
Notary Public  
Residing at West Jordan, UT



**EXHIBIT A**  
**(Legal Description)**

A tract of land situate in the Northwest quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, West Jordan, Salt Lake County, Utah, described as:

Beginning at a point 234.25 feet SOUTH and 1460.74 feet EAST from the Northwest corner of said Section 26 and running thence S.88°47'23"E 134.84 feet; thence S.00°12'16"W 2.85 feet; thence N.89°22'10"E 463.32 feet; thence S.08°34'47"E 163.99 feet; thence S.89°46'39"E 143.97 feet; S.04°33'41"E 414.29 feet; thence WEST 348.02 feet; thence NORTH 305.70 feet; thence WEST 295.16 feet; thence SOUTH 305.95 feet; thence WEST 254.32 feet; thence NORTH 473.47 feet; thence EAST 40.00 feet; thence N.30°00'00"E 115.47 feet to the point of beginning, containing 8.732 acres.