

6855246  
02/04/98 10:35 AM\*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
8000 S REDWOOD RD  
WEST JORDAN, UT 84088  
REC BY:V ASHBY DEPUTY - WI

Sept 24, 1997  
Parcel #'s SL-191,192,193,183

6855246

### EASEMENT

PACIFICORP, an Oregon Corporation, dba Utah Power & Light Company (successor in interest by merger to Utah Power & Light Company, a Utah Corporation), whose office is located at 1407 West North Temple, Salt Lake City, Utah, 84140, GRANTOR, hereby CONVEYS and WARRANTS to West Jordan City, a Utah corporation, its successors 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 construction, operation, maintenance and repair of cut and/or fill slopes to facilitate the construction and maintenance of Jordan River Boulevard, a public roadway, in, on, over, and/or across the following described real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

Two tracts of land situate in the NW  $\frac{1}{4}$  of Section 26, T. 2 S., R. 1 W., S.L.M., adjacent to Jordan River Boulevard, more particularly described as follows:

Beginning at the intersection of the southerly right of way line of said Jordan River Boulevard and a west boundary line of an entire tract, which point is 187.11 feet south and 1595.55 feet east from the Northwest corner of said Section 26; thence N.89°22'10"E. 455.79 feet along said southerly right of way line; thence S.8°34;47"E. 50.47 feet; thence S.89°22'10"W. 463.32 feet to a west boundary line of said entire tract; thence North 50.00 feet along said west boundary line to the point of beginning, containing 0.527 of an acre.

Beginning at the intersection of the northerly right of way line of said Jordan River Boulevard and a westerly boundary line of an entire tract, which point is 69.3 feet south and 1828.65 feet east and 9.85 feet N.8°37'E. from the Northeast corner of said Section 26; thence N.8°37'W. 80.23 feet along said westerly boundary line of said entire tract to the northerly line of said Section 26; thence N.89°22'34"E. 202.01 feet along said Section line to an easterly boundary line of said entire tract; thence S.8°37'E. 80.20 feet along said easterly boundary line to said northerly right of way line; thence S.89°22'10"W. 202.01 feet along said northerly right of way line to the point of beginning, containing 0.368 of an acre.

This easement is granted subject to the following restrictive conditions:

1. Grantee, its successors and assigns, will not make any use of the easement herein granted which will be inconsistent with, or interfere 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 which cross over or above the property as herein described.
2. In the event a curb and gutter is constructed on the easement herein granted, said curb and gutter will be high-back type and will contain a 16-foot curb cut on both sides of the public roadway located at places designated by the Grantor, which curb cuts will permit passage of Grantor's equipment used for repair and maintenance of Grantor's electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment.
3. Grantee, its successors and assigns, will not use or permit to be used on said easement construction cranes or other equipment having a boom or similar attachment which may come in contact with Grantor's overhead electric lines. Grantee will not excavate within 10 feet of Grantor's existing transmission structures.
4. In the event Grantee ceases to use, for purposes of cut and/or fill slopes associated with a public roadway, the property herein described, this easement shall thereupon immediately terminate, with all

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rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.

5. 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.

6. Grantee shall install chain link fencing with a minimum height of six (6) feet along the northerly line and the southerly line of Jordan River Boulevard as well as two 16 foot wide gates (one on each side) for Grantor's access. Cut and/or fills shall be constructed in such a manner as to accommodate Grantor's equipment as specified by Grantor.

7. It is also understood that Grantee, its successors and assigns, shall defend and indemnify and hold harmless the Grantor from and against liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities or equipment owned or controlled by Grantee and arising by reason of Grantee's use and occupation of the property pursuant to this easement.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 29 day of SEPTEMBER, 1997.

PACIFICORP, an Oregon Corporation  
dba Utah Power & Light Company

*cc Thomas W. Forsgren*  
Vice President

STATE OF UTAH )  
COUNTY OF SALT LAKE

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On the 29 day of SEPT., 1997, personally appeared before me THOMAS W. FORSGREN, who being duly sworn did say that he/she is a Vice President of PacificCorp, an Oregon Corporation, and that the within and foregoing instrument was signed by authority of said corporation and said Vice President duly acknowledged to me that said corporation executed the same.

*Claudia Conder*  
Notary Public

My Commission Expires:

Residing at: SALT LAKE

