

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Ginger Brown

2217 W Kitty Hawk Dr

Cedar City, UT 84721

Project Name:

WO#:

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Municipal Building Authority Richfield City** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way **10'** feet in width and **297.74** 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 **Sevier** 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:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 89°30'01" EAST ALONG THE SOUTH SECTION LINE A DISTANCE OF 1989.94 FEET AND NORTH 1086.20 FEET FROM THE SOUTHWEST CORNER OF SECTION 2, T.24 S., R.3 W., S.L.B. & M., SAID POINT BEING ON WEST LINE OF AIRPORT ROAD AND RUNNING THENCE SOUTH 73°10'58" WEST A DISTANCE OF 297.74 FEET TO THE WEST LINE OF TAX PARCEL 4-293-9.

CENTERLINE OF INSTALLED POWER LINE IS TO BE THE CENTER OF THE 10-FOOT EASEMENT.

Assessor Parcel No. 1-10-66

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 _____ day of _____, 20____.

Municipal Building Authority Richfield City

BY:
ITS:

BY:
ITS:

STATE OF UTAH_)
County of Sevier)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____ and _____, known or identified to me to be the _____ (president / vice-president / secretary / assistant secretary) 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 **Municipal Building Authority Richfield City**, 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.

(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)