

REV05042015

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

Project Name: GEW/SPA12/CITY OF MOAB/WELL #12 200A SVC
WO#: 7075702
RW#: NA

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, the **City of Moab** (“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 140.64 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 **Grand** County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit: A attached hereto and by this reference made a part hereof:

Legal Description: A 10’ wide power easement, located within the Southeast Quarter of Section 15, T26S, R22E, SLBM, being 5’ right and left of the following described centerline: Beginning at a point centered on an existing overhead power line, said point being West 957.77 feet along the section line and North 124.63 Feet from the Southeast corner of Section 15, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence North 88°11’10” East 26.36 feet; thence North 81°39’24” East 114.28 feet to the point of centerline terminus.

Assessor Parcel No. 02-0015-0002

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__.

GRANTOR

GRANTOR

