

Date: April 3, 2021
To: Weber County Board of County Commissioners
From: Scott Mendoza
Community Development Department

Agenda Date: May 11, 2021

Subject: **Consideration of a request to grant Rocky Mountain Power an easement for the location and operation of electrical equipment on county owned property located at approximately 370 26th Street.**

Attachments: A – Vicinity Map
B – Electrical Vault Photo
C – Easement with Exhibit

Summary:

Weber County owns property identified as Lot 1 of the City-County Subdivision (Parcel #01-016-0006), which is located at approximately 370 26th Street, in Ogden City. This Lot is occupied by the Keisel jail building that sits immediately to the west of the Ogden City Municipal Building. See Attachment A for a vicinity map.

Rocky Mountain Power continually experiences problems with groundwater filling existing underground electrical vaults around the entire Municipal Building block; therefore, the power company has designed a plan that utilizes above-ground electrical equipment enclosures (approx. 2'x2'x6' in size). See Attachment B for a photo showing an existing vault and current groundwater conditions.

As part of this new electrical plan, Rocky Mountain Power is requesting that Weber County grant an easement that will allow the company to construct and maintain electrical power equipment under and along the westerly boundary of the county's property. The electrical equipment that is the subject of this easement provides power to the Keisel jail as well as the rest of the entire block. See Attachment C for Rocky Mountain Power Company's proposed easement and exhibit that illustrates the request.

The Weber County Surveyor's Office has reviewed the proposed easement description and has confirmed that the description agrees with what is illustrated in the easement exhibit. The Weber County Attorney's Office has also reviewed the easement and is comfortable with its form and language.

Attachment A



Attachment B



Attachment C
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REV100815

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

Project Name: Weber County vault relocation
WO#: 6813991 (Easement 2)
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Weber County**, a political subdivision of the State of Utah ("Grantor"), hereby grants to 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 134 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 **Weber 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: An easement 10 feet in width, 5 feet each side of the following-described centerline:

Beginning at the Southwest Corner of Lot 1 (being the Southmost point on the Westmost boundary of said Lot 1), City-County Subdivision, being in Block 18, Plat A, Ogden City Survey; running thence along said Westmost boundary, North 00°49'53" East 115.7 feet; thence South 89°16'13" East 18.3 feet to a point on Grantor's land. LESS that portion within Ogden City parcel 01-016-0011.

Containing 0.02 of an acre, and being in the NE ¼ of the NE ¼ of Section 32, Township 6 North, Range 1 West, Salt Lake Base and Meridian.

Assessor Parcel No. 01-016-0006

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.

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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 landscaping, paving and other purposes not inconsistent with the purposes for which this easement has been granted.

Upon completion of any work within the easement, Grantee shall restore the surface to a condition equal to or better than before the work commenced.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns. Grantor may unilaterally terminate this agreement by recording notice of such termination with the Weber County Recorder's office if there is no building on the property described in Exhibit A that requires electrical service through the easement granted herein.

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____.

Weber County

By: _____

Name: _____

Title: _____

Acknowledgment by Trustee, or Other Official or Representative Capacity:

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____
(representative's name), known or identified to me to be the person whose name is subscribed as

Attachment C
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_____(title/capacity in which instrument is executed) of
_____ and acknowledged to me that (he/she/they) 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)

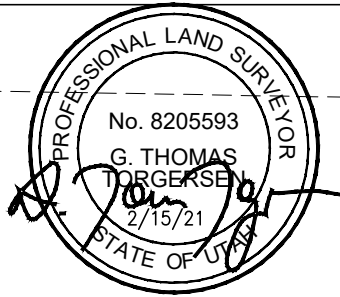
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Property Description

NE1/4 NE1/4 Section 32, Township 6 North, Range 1 West,
Salt Lake Base & Meridian

County: Weber State: Utah

Parcel Number: 01-016-0006



Ogden City Corp.
01-016-0010

S 89°16'13" E 18.3'

Curb & Gutter

5.0'

N 00°49'53" E 115.7'

Weber County Corp.
01-016-0006

Edge of Building

Ogden City Corp.
01-016-0011

POINT OF BEGINNING
SW COR. LOT 1

Ogden City Corp.
01-016-0008

GRANT AVE.

26TH STREET

CC#:	WO#: 6932447
Landowner: Weber County	
Drawn by: GTT	Date: 2/15/2021
Dwg.#: 21506	Ref.#:

EXHIBIT A

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.



Rev082710