

South Jordan City Planning Commission Meeting
10/9/18

My name is Dave Kowallis and I live on Green Grass Court in South Jordan. On behalf of my neighbors, I'm here to speak about the proposed power line enlargement currently under consideration. RMP has reneged on numerous commitments made in various public forums related to our concerns. While RMP's actions suggest they feel no obligation to respond to their customers, they MUST respond to the Commission in order to get the permit. As this Commission ultimately represents us, we ask you to ensure that ALL relevant community questions and concerns are satisfactorily addressed BEFORE any decision is made regarding the permit. Specifically:

1. There is a Detrimental Impact on Property Values: The President of the Salt Lake County Board of Realtors has written a letter which we will provide to you that states: "**Power lines do in fact have a detrimental impact on neighborhoods, property values, and sell-ability of homes**".

One neighbor recently had an appraisal which reflected a 12% devaluation due to the existence of the current power lines, certainly to be exacerbated by even larger lines. The current poles and lines are largely hidden behind homes whereas the larger poles and number of lines will impact the view sheds of many more home owners. I ask you: If all other factors were equal, would you choose to buy a home with large power lines overhead vs. one that did not? There should be ZERO DOUBT that RMP's enlargement project will have a detrimental impact on our property values. We ask the Commission to

- **DENY the permit application due to the project's detrimental impact on individual property rights of South Jordan Residents unless mitigating actions are taken.**

2. Other Alternatives Were Considered: Our reading of Utah State Code (refer to Article 54-14-202) gives the city rights to request information on other alternatives considered. RMP representatives have stated at other public forums that other alternatives were considered. Accordingly, we ask the Commission to

- **Require RMP to identify the other alternatives considered, the cost of each, and the specific reasons why those routes were dismissed in favor of a route which runs contrary to the Siting criteria agreed to with Salt Lake County in 2010 which list routes near schools, residential areas, and the elderly as UNDESIRABLE ROUTES TO BE AVOIDED.**

3. We Challenge the Existence, Validity and Scope of RMP's Easements:

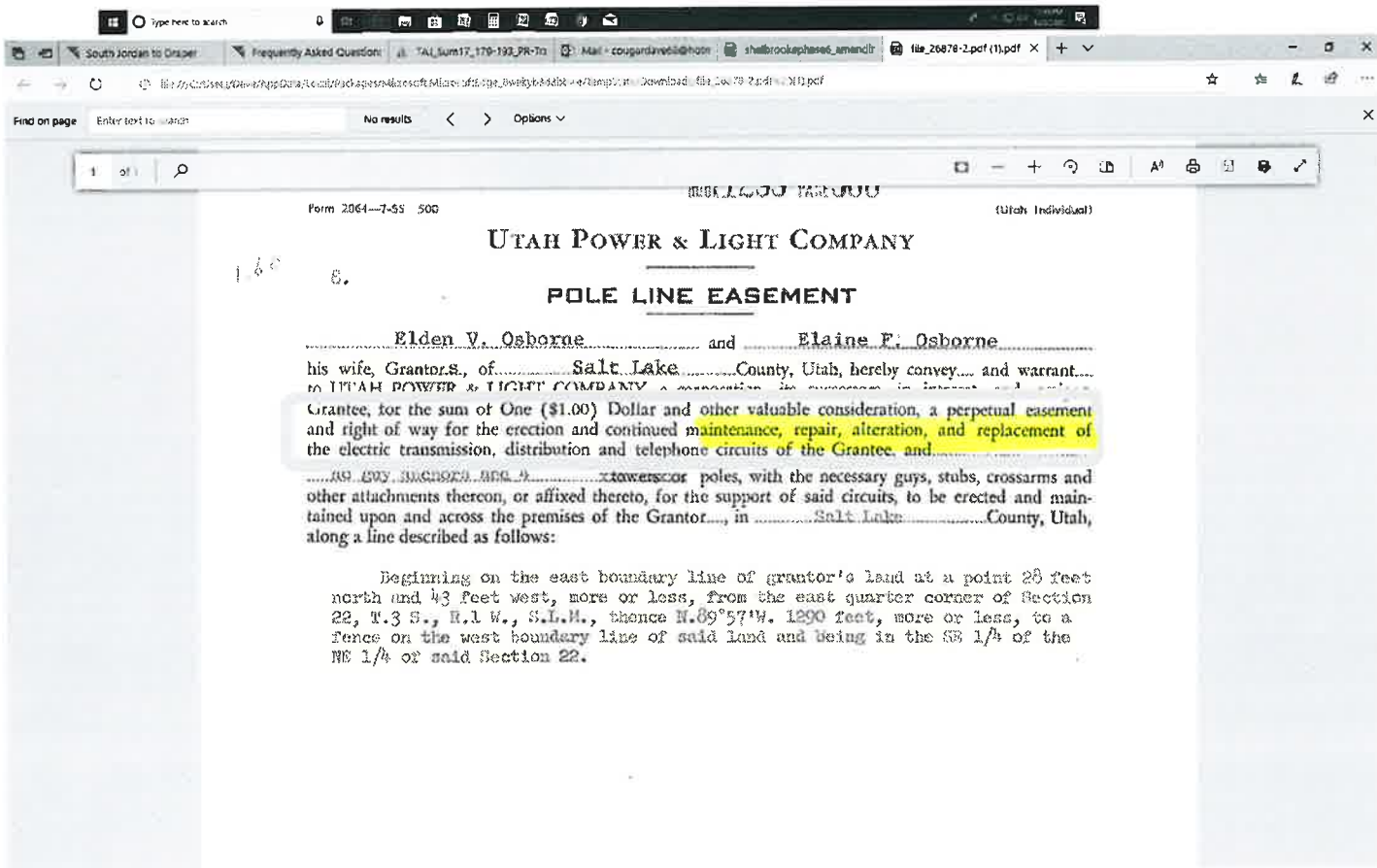
- a) Some of our neighbors have checked with their title companies and the Salt Lake County Recorder's office and found NO easements at all recorded on their properties in spite of poles and wires overhead.
- b) The standard easement language RMP is now using (sample provided) reflects the right to an "enlargement" of transmission lines whereas easements applicable to our neighborhood merely give them rights of access for "maintenance, repair, alteration, and replacement".



RIGHT OF WAY EASEMENT

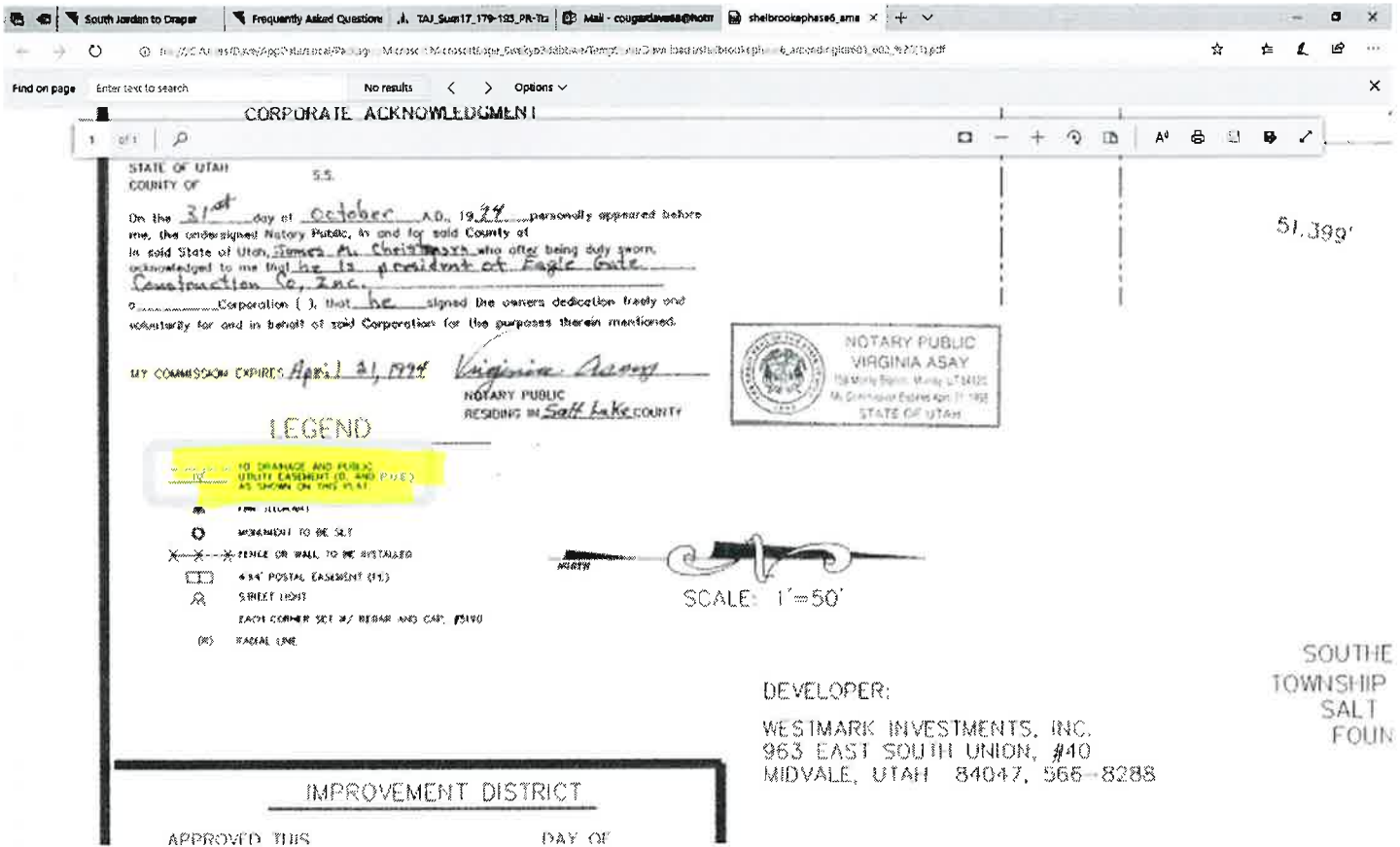
For value received, _____, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereon, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in _____ County, State of _____ 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:



An alteration denotes a change or modification, typically minor, as in the alteration to a suit or perhaps a document edit., not a complete tear down and rebuild. A replacement denotes a like for like exchange. Neither term seems relevant here. The proposed project will double or even triple the pole size, # of lines, and voltage, a clear enlargement or expansion. The fact RMP changed their standard language suggests even they believed older language was inadequate or ambiguous. Even if alteration is broadly interpreted, it should be interpreted conservatively, using historical context and intent.

c) RMP claims an essentially unlimited easement. The rights granted and implied by the easements were undoubtedly based on common practice at the time of granting when this was farm land. The easement Grantors never dreamed of these massive lines, thus we do not believe such massive enlargements were comprehended by the intent of those old easements. Many homes built around these lines sit well within the 60 foot easement RMP indicates is recommended for "safety reasons". Certainly RMP would have objected to their construction had they encroached on RMP's rights. Most compelling however are the related plat maps, including those associated with building permits approved by this very Commission, which clearly indicate a "10 foot drainage and public utility easement". Accordingly, this Commission has already concluded that at least some of the easements are limited to 10 feet under the wire.



Accordingly, we request the Commission do the following relative to easements:

1. **RMP to prove they own currently valid easements along the entire intended path of this enlargement project.**
2. **RMP to justify how the proposed project qualifies as a mere "alteration" or "replacement", vs. an "enlargement".**
3. **DENY the permit unless RMP can satisfactorily justify installing high voltage transmission lines requiring a 60 foot easement per current guidelines over property for which they only own a 10 foot easement.**
4. **DENY the permit application unless RMP can satisfactorily answer ALL of our questions and provide the requested documents.**

Thank you for your time and for hearing our concerns. We hope you will give due consideration to these requests and hold RMP accountable to South Jordan citizens by making these answer and documents available to us for public inspection prior to permit approval.

October 7, 2018

RE: South Jordan to Draper Upgrade Project

To Whom It May Concern:

My Name is Adam Kirkham, I'm a managing broker for Summit Sotheby's International Realty. I have been a licensed real estate agent in Utah since 2005 and am currently the President of the Salt Lake Board of Realtors.

Power lines do in fact have a detrimental impact on neighborhoods, property values and the sell-ability of homes. By adding power lines to a neighborhood you decrease the number of potential future home owners of that neighborhood which lead to lower property values and increased hardship on current home owners.

As licensed real estate agents we determine value of real property by using a comparison model. When comparing a home or property that has power lines to a home or property that does not have power lines its an obvious statement to say the home or property with no power lines is worth more.

It's as simple as that.

Regards,



Adam B. Kirkham
2018 President of the Salt Lake Board of Realtors
801.450.1800
adam.kirkham@sothebysrealty.com

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name:

WO#:

RW#:

RIGHT OF WAY EASEMENT

For value received, _____, (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way _____ feet in width and _____ feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, **enlargement**, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in _____ County, State of _____ 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:

Assessor Parcel No.

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 therefore) the future right to keep the right of way and adjacent lands 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), 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__.

(Insert Grantor Name Here) **GRANTOR**

(Insert Grantor Name Here) **GRANTOR**

When recorded return to:
Rocky Mountain Power
Lisa Louder/PG
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: 90th South - Camp Williams 345
WO#: 10037830
RW#: 20080093

RIGHT OF WAY AND EASEMENT GRANT with EXHIBIT A and B

JORDAN GATEWAY III ASSOCIATES, L.C. a Utah Limited Liability Company, whose address is 10619 S. JORDAN GATEWAY, SOUTH JORDAN, UTAH ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement and right of way ("Easement") over and across a certain parcel of real property owned by Grantor ("Grantor's Land") located in SALT LAKE County, State of UTAH. Grantor's Land is more particularly described in Exhibit "A", the exhibit map, more particularly described and shown on Exhibit "B" the legal description of the Easement referred to herein as the "Easement Area" attached hereto and by this reference made a part hereof.

1. Easement Grant. The purpose of this Easement is to allow Grantee to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area.

2. Access. Grantee shall have a right of access along and within the described Easement Area, and the of right of access to the Easement Area over and across Grantor's Land in such locations as may be reasonably necessary or convenient to carry out the purposes for which this Easement is granted. Grantor may not fence the Easement Area or preclude access in a manner that will preclude continuous longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee. The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

UTAH POWER & LIGHT COMPANY

1.60
8.

POLE LINE EASEMENT

Elden V. Osborne and Elaine F. Osborne
 his wife, Grantors, of Salt Lake County, Utah, hereby convey... and warrant...
 to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns,
 Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement
 and right of way for the erection and continued maintenance, repair, alteration, and replacement of
 the electric transmission, distribution and telephone circuits of the Grantee, and
no guy anchors and 4 ~~towers~~ poles, with the necessary guys, stubs, crossarms and
 other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and main-
 tained upon and across the premises of the Grantor..., in Salt Lake County, Utah,
 along a line described as follows:

Beginning on the east boundary line of grantor's land at a point 28 feet
 north and 43 feet west, more or less, from the east quarter corner of Section
 22, T.3 S., R.1 W., S.L.M., thence N.89°57'W. 1290 feet, more or less, to a
 fence on the west boundary line of said land and being in the SE 1/4 of the
 NE 1/4 of said Section 22.

Together with all rights of ingress and egress necessary or convenient for the full and complete
 use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident
 thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other
 obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this ease-
 ment.

WITNESS the hands of the Grantors, this 27th day of December, A. D. 1955..

Elden V. Osborne
Elaine F. Osborne

STATE OF UTAH,
 County of Salt Lake } ss.

On the 27th day of December, A. D. 1955, personally appeared before
 me Elden V. Osborne and Elaine F. Osborne, his wife,
 the signers of the foregoing instrument, who duly acknowledged to me that they
 executed the same.

My commission expires:

Ole Broman
 Notary Public.

Residing at
May 26, 1957
Salt Lake City, Utah

File No. 26878

PDO

APPROVED AS TO
 FORM & EASEMENT
[Signature]

APPROVED AS
 TO DESCRIPTION
[Signature]

COMPLETE AMENDING DOCUMENT

SUPERVISOR'S CERTIFICATE

I hereby certify that the above described project has been reviewed and approved for construction in accordance with the provisions of the City of Raleigh, North Carolina, and that the same is in compliance with the provisions of the City of Raleigh, North Carolina, and that the same is in compliance with the provisions of the City of Raleigh, North Carolina.

Signature: [Signature]



DATE: 11/11/14

THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED PROJECT HAS BEEN REVIEWED AND APPROVED FOR CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF RALEIGH, NORTH CAROLINA, AND THAT THE SAME IS IN COMPLIANCE WITH THE PROVISIONS OF THE CITY OF RALEIGH, NORTH CAROLINA.

APPROVED BY: [Signature] PROJECT ENGINEER

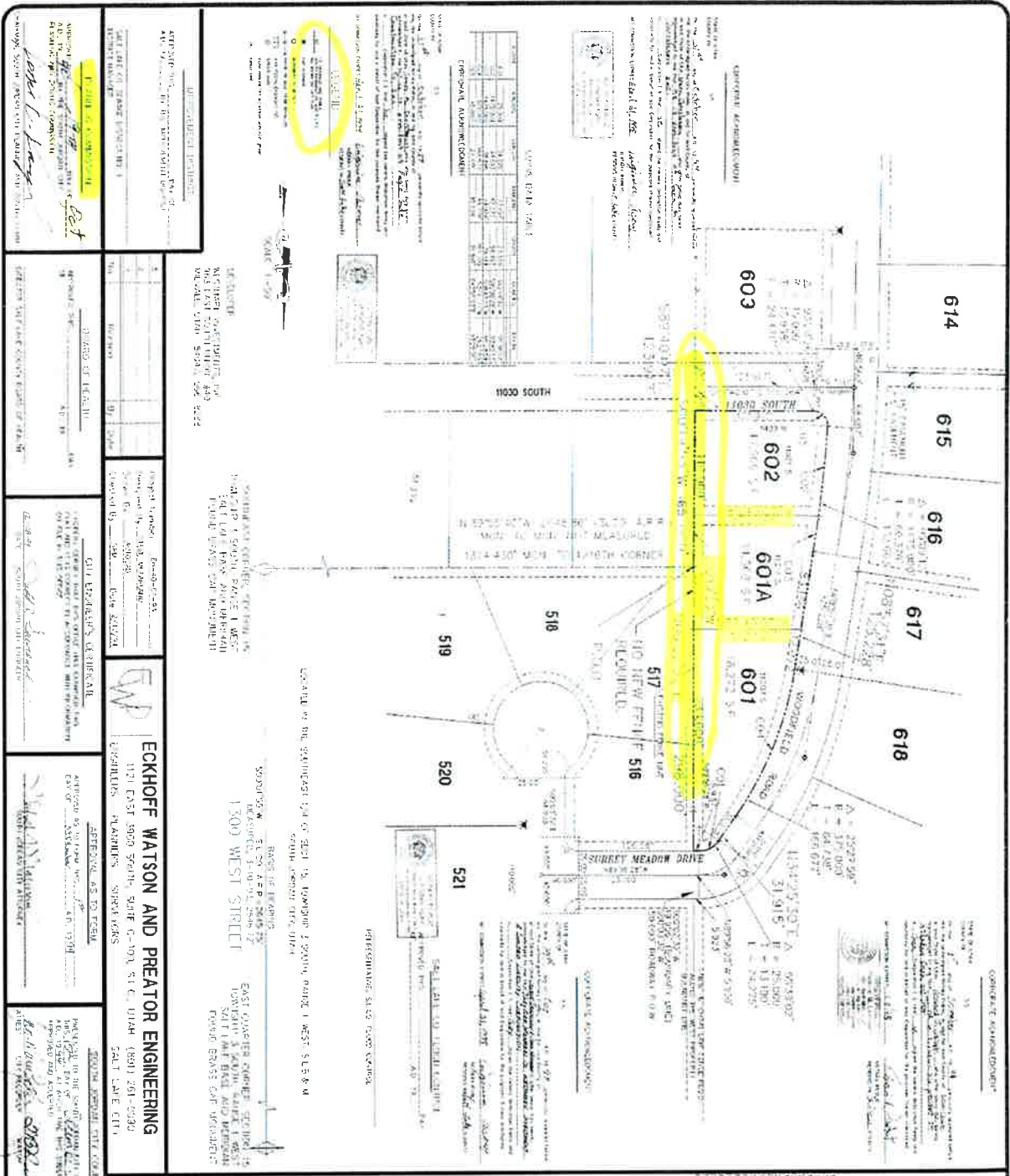
ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

RECORDED & INDEXED
NOV 12 2014 10:58:11 AM
COUNTY OF WAKE

RECORDED & INDEXED
NOV 12 2014 10:58:11 AM
COUNTY OF WAKE

CA-12P-385



DATE PLOTTED: 11/11/2014 10:58:11 AM

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CA-12P-385

36. 82-4832
FORM 2084-2-30 2000
1602289

52058 BOOK 1524 PAGE 469

Utah Individual
JUL 22 1958
U. P. & L. CO
Recorder Salt Lake County, Utah

UTAH POWER & LIGHT COMPANY

POLE LINE EASEMENT

Clyde H. Beckstead, and Ann W. Beckstead, his wife, and Clive C. Johnson and Viola A. Johnson his wife, Grantors, of Salt Lake County, Utah, hereby convey and warrants to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and one guy anchor and no ~~to support~~ poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantors, in Salt Lake County, Utah, along a line described as follows:

Beginning at the north boundary fence of the grantor's land at a point 1320 feet west, more or less, from the northeast corner of Section 22, T. 3 S., R. 1 W., S.L.M., thence S. 1°10' E. 27 feet, thence S. 0°05' W. 689 feet to the south boundary fence of said land and being in the NE 1/4 of the NE 1/4 of said Section 22.

WITNESS:

David R. Neilson

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantor S, this 11th day of July, A. D. 1958
Clyde H. Beckstead *Clive C. Johnson*
Ann W. Beckstead *Viola A. Johnson*
STATE OF UTAH, } ss.

County of Salt Lake }
On the 11th day of July, A. D. 1958, personally appeared before me Clyde H. Beckstead, and Ann W. Beckstead, his wife and Clive C. Johnson and Viola A. Johnson, his wife, satisfactorily proved to me to be the signers of the above instrument by the oath of David R. Neilson, a competent and credible witness for that purpose, by me duly sworn, and they, the said Clyde H. Beckstead and Ann W. Beckstead, his wife; and Clive C. Johnson and Viola A. Johnson, his wife, acknowledged that they executed the same.



Earl K. Tatton
Notary Public
Residing at Salt Lake City, Utah

Recorded at Request of: U. P. & L. CO
at 11:49 AM Fee paid \$7.00 Haze! Tanggart Chase, Recorder Salt Lake County, Utah
By *Don R. Erickson* Dep. Ref. *J. O. J. Lane*

82-4832
FORM 2064-2-58 2000

52058

BOOK 1524 PAGE 471

(Utah Individual)

47.

1602291

UTAH POWER & LIGHT COMPANY

POLE LINE EASEMENT

JUL 22 1958

Thomas K. Edmunds and Wanda L. Edmunds
 his wife, Grantors, of Salt Lake County, Utah, hereby convey and warrant
 to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns,
 Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement
 and right of way for the erection and continued maintenance, repair, alteration, and replacement
 of the electric transmission, distribution and telephone circuits of the Grantee, and
 no guy anchors and no ~~to erect~~ poles, with the necessary guys, stubs, crossarms and
 other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and
 maintained upon and across the premises of the Grantors, in Salt Lake County,
 Utah, along a line described as follows:

Beginning at a fence on the north boundary line of the grantor's
 land at a point 710 feet south and 1317 feet west, more or less, from the
 northeast corner of Section 22, T. 3 S., R. 1 W., S.L.M., thence S. 0°05' W.
 388 feet, more or less, to the south boundary line of said land and being in the
 NE 1/4 of the NE 1/4 of said Section 22.

Recorded at Request of
 at 11:57 AM Fee paid \$16.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah
 By *Wm. R. Frith* Rep. Ref. *W. J. Lane*

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantors, this 16th day of July, A. D. 1958

Thomas K. Edmunds
Wanda L. Edmunds

STATE OF UTAH,
 County of Salt Lake } ss.

On the 16th day of July, A. D. 1958, personally appeared before me
 the Thomas K. Edmunds and Wanda L. Edmunds, his wife,

the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

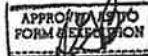
David R. Nelson
 Notary Public.



July 11, 1962

Residing at

Salt Lake City, Utah



File No.

82-4832
FORM 2008 9-27 800

8458

5
48 1606262

BOOK 1532 PAGE 264

UTAH POWER & LIGHT COMPANY

POLE LINE EASEMENT

Recorded AUG 15 1958 at 10:32
Request of M. P. & L. CO.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 1.00 By *[Signature]* Depu
Ref. *[Signature]*

Jordan School District, Board of Education

doing business in the State of Utah, Grantor, hereby conveys and warrants to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution, and telephone circuits of the Grantee, and No guy anchors and no poles, with the necessary guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantor, in Salt Lake County, Utah along a line described as follows:

Beginning on the north boundary line of the Grantor's land at a point 1100 feet south and 1317 feet west, more or less, from the northeast corner of Section 22, T. 3 S., R. 1 W., S.L.M., thence S. 0° 05' W. 68 feet, more or less, thence S. 0° 13' W. 530 feet to the south boundary fence of said land, and being in the E 1/2 of the NE 1/4 of said Section 22.

Also, beginning at a fence on the north boundary line of the Grantor's land at a point 495 feet south and 1315 feet west, more or less, from the east one quarter corner of Section 3, T. 3 S., R. 1 W., S.L.M., thence S. 0° 20' W, 166 feet, more or less, to a fence on the south boundary line of said land, and being in the NE 1/4 of the SE 1/4 of said Section 3.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand... of the Grantor..., this 7th day of August, A.D. 1958.

JORDAN SCHOOL DISTRICT, BOARD OF EDUCATION

By *[Signature]* President.
Attest: *[Signature]* Secretary.

STATE OF UTAH,
County of *Salt Lake*

On the 7 day of August, A.D. 1958, personally appeared before me, *[Signature]*, who being by me duly sworn, did say that he is the President of *Jordan School District Board of Ed.*, a corporation, and that said instrument was signed in behalf of said corporation by authority of *[Signature]* and said *[Signature]* acknowledged to me that said corporation executed the same.

My Commission expires: *Dec 27*



[Signature]
Notary Public.
Residing at *Sandy Utah*
File No.