

5

REV05042015

Return to:


Rocky Mountain Power

Lisa Louder/L.Baker

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

14002493 B: 11365 P: 5485 Total Pages: 5
 08/18/2022 03:34 PM By: asteffensen Fees: \$40.00
 Rashelle Hobbs, Recorder, Salt Lake County, Utah
 Return To: ROCKY MOUNTAIN POWER
 ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SALT LAKE CITY, UT



Project Name: Lots 1-3, West Jordan Industrial Subdivision

WO#: 006991412

RW#:

RIGHT OF WAY EASEMENT

For value received, BOYER 6200 WEST JORDAN, LC., (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way **10.0** feet in width and **1719** 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 **Salt Lake County, State of Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) “**A & B**” attached hereto and by this reference made a part hereof:

Legal Description: **See Exhibit A**

Assessor Parcel No. 21-19-100-031, 21-19-100-032, 21-19-100-033

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 16 day of August, 2022.



(Insert Grantor Name Here) GRANTOR.



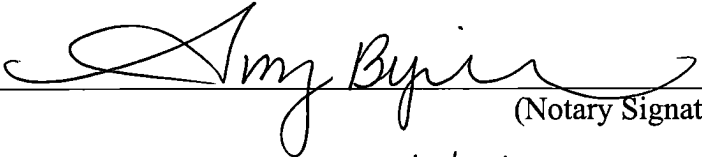
(Insert Grantor Name Here) GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

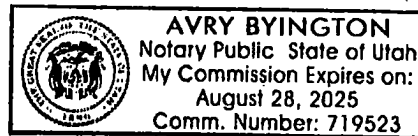
STATE OF Utah)
County of Salt Lake) ss.)

On this 16 day of August, 20 22, before me, the undersigned Notary Public in and for said State, personally appeared Brian Gochnour (name), known or identified to me to be the Grantor (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 Lots 1-3, West Jordan Industrial Subdivision (entity name), 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 Utah (state)
Residing at: Davis County (city, state)
My Commission Expires: 8/22/2025 (d/m/y)



Right-of-Way Easement Description

A perpetual right of way easement being a strip of land 10.00 - feet in width being a part of Lots 1, 2, & 3, West Jordan Industrial Subdivision recorded September 21, 2021 as Entry No. 13778235 in Book 2021 of Plats, at Page 235 in the Office of the Salt Lake County Recorder, located in the Northwest Quarter of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian. Said 10.00-foot wide strip of land lies 5.00 - feet on each side of the following described centerline:

Beginning at a point on the westerly line of and existing Underground Right of Way Easement Recorded July 27, 2005 as Entry No. 9443025 in Book 9164, at Page: 4808 in the Office of said Recorder, which is 4.94 feet S. 00°08'51" W. along the easterly line of said Lot 3 and 10.00 feet West from the northeasterly corner of said Lot 3; thence N. 89°40'50" W. 181.74 feet along a line parallel and perpendicularly distant southerly 5.0 feet of the northerly line of said Lot 3; thence South 42.63 feet; thence West 355.94 feet; thence North 238.53 feet; thence West 311.83 feet; thence N. 85°06'37" W. 83.76 feet; thence N. 00°19'10" E. 81.15 feet; thence S. 89°40'50" E. 423.67 feet along a line parallel and perpendicularly distant southerly 5.0 feet of the northerly line of said Lots 1 & 2 to a easterly line of said Lot 2 and the **Point of Terminus**.

The sidelines of said 10.00 wide strip of land shall be lengthened or shortened to begin on said existing Underground Right of Way Easement and terminate at said easterly line of said Lot 2, West Jordan Industrial Subdivision.

The above-described perpetual right of way easement contains 17,192 square feet in area or 0.394 acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: N. 89°40'50" E. along the Section line between the Northwest Corner and North Quarter Corner of said Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian

CC#: 11431 WO#: 006991412

Landowner Name: BOYER 6200 WEST
JORDAN, LC.

Drawn By: BFM

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

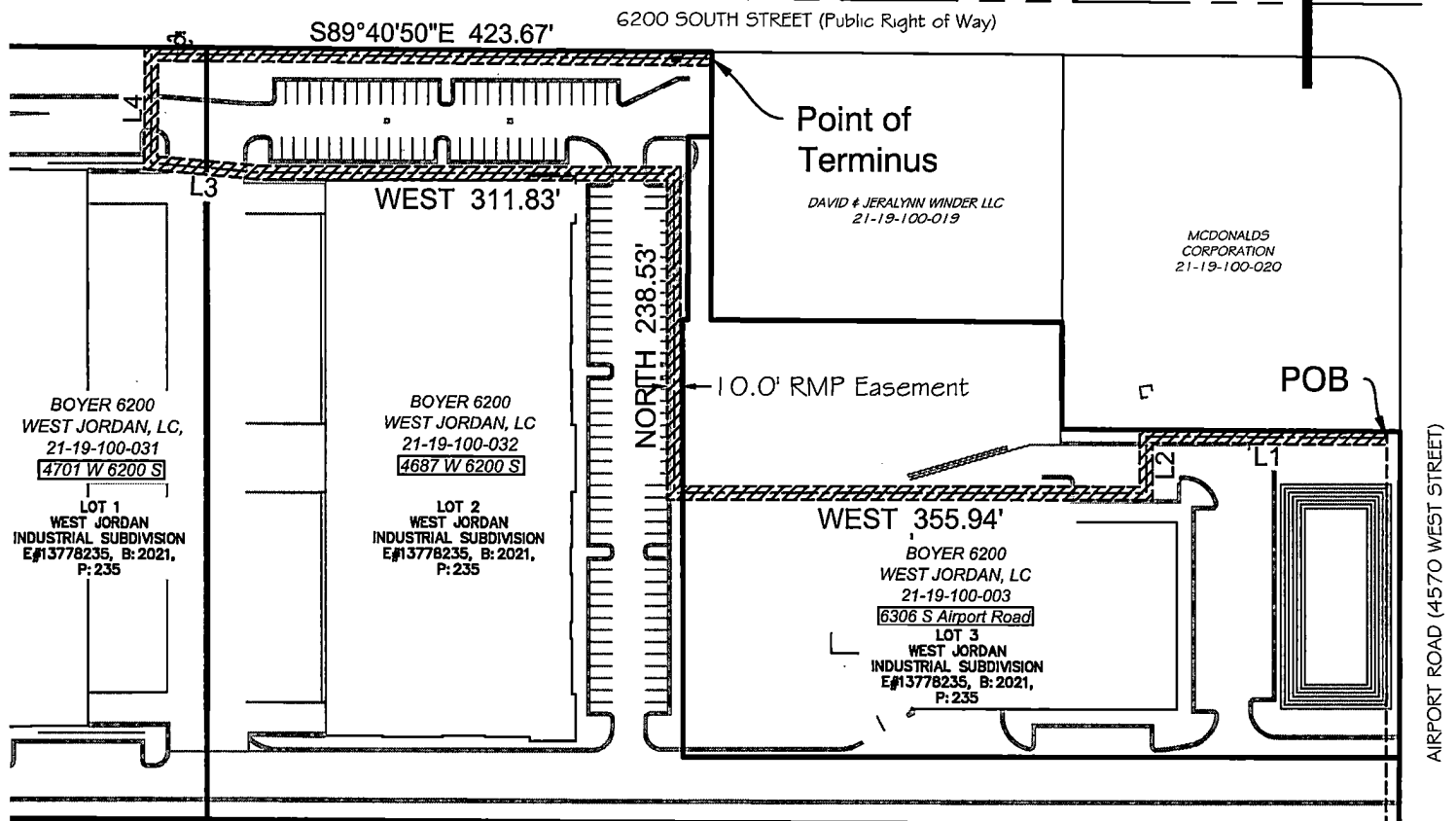
EXHIBIT A



SCALE: 1"=150 feet

Property Description

Northwest Quarter, Section 19, Township 2 South, Range 1 West,
 Salt Lake Base and Meridian
 Salt Lake County, State of Utah
 Parcel Number: 21-19-100-031, 21-19-100-032, 21-19-100-033






LINE TABLE

LINE #	LENGTH	BEARING
L1	181.71	N89° 40' 50"W
L2	42.63	SOUTH
L3	83.76	N85° 06' 37"W
L4	81.15	N0° 19' 10"E

Existing 10.0'
 Underground Right of Way Easement
 Entry No.: 9397369, Bk: 9141,
 Pg: 7314

Underground Right of Way Easement
 Entry No.: 9443025, Bk: 9164, at Pg:
 4808

LEGEND

-  Lot Boundary
-  Adjacent Parcel
-  Perpetual Easement

Page 5 of 5

CC#: 11431 WO#: 006991412

Landowner Name: BOYER 6200 WEST JORDAN, LC.

Drawn By: BFM

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.
 14002493 B: 11365 P: 5489 Page 5 of 5

EXHIBIT B



SCALE: 1"=150 feet