

REV05042015

Return to:

Rocky Mountain Power

Brian Bridge

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

14015712 B: 11372 P: 4855 Total Pages: 5
09/14/2022 04:03 PM By: ggasca Fees: \$40.00
Rasheille Hobbs, Recorder Salt Lake County, Utah
Return To: ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SALT LAKE CITY, UT 84116

Project Name: Ivory Homes – Big Willow Creek Subdivision

WO#: 10047850

RW#: 2022LBB038

RIGHT OF WAY EASEMENT

For value received, Ivory Development, LLC., ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way ("Easement") twelve (12) feet in width and 86 feet in length, more or less, located in Salt Lake 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 ("Easement Area").

Legal Description:

RMP SIDEYARD EASEMENT 1

A right-of-way easement located in the Southwest 1/4 of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, located in Draper, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located N89°54'32"E 1,737.03 feet along the Section line and N00°05'28"W 170.63 feet from the Southwest Corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence N85°22'32"W 85.48 feet; thence N05°00'59"E 12.00 feet; thence S85°22'32"E 85.49 feet; thence S05°02'31"W 12.00 feet to the point of beginning.

Contains: 0.02 acres+/-

RMP SIDEYARD EASEMENT 2

A right-of-way easement located in the Southwest 1/4 of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, located in Draper, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located N89°54'32"E 1,768.53 feet along the Section line and N00°05'28"W 521.22 feet from the Southwest Corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence N85°22'32"W 85.64 feet; thence N05°00'59"E 12.00 feet; thence S85°22'32"E 85.65 feet; thence S05°02'32"W 12.00 feet to the point of beginning.

Contains: 0.02 acres+/-

RMP SIDEYARD EASEMENT 3

A right-of-way easement located in the Southwest 1/4 of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, located in Draper, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located N89°54'32"E 1,798.77 feet along the Section line and N00°05'28"W 857.73 feet from the Southwest Corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence N85°22'32"W 85.81 feet; thence N05°00'59"E 12.00 feet; thence S85°22'32"E 85.80 feet; thence S04°59'50"W 12.00 feet to the point of beginning.

Contains: 0.02 acres+/-

RMP SIDEYARD EASEMENT 4

A right-of-way easement located in the Southwest 1/4 of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, located in Draper, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located N89°54'32"E 1,829.70 feet along the Section line and N00°05'28"W 1206.86 feet from the Southwest Corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence N85°22'32"W 85.53 feet; thence N05°00'59"E 12.00 feet; thence S85°22'32"E 85.52 feet; thence S04°58'16"W 12.00 feet to the point of beginning.

Contains: 0.02 acres+/-

Assessor Parcel No.

27243810010000

1. Easement Grant. The purpose of the Easement shall be for access to perform construction, reconstruction, operation, maintenance, relocation, enlargement, alteration, and removal of 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 ("Overhead System") adjacent to or within Easement Area. Grantee shall restore any damage to the Easement Area within a reasonable period of time after use of the Easement Area to the same condition as existed prior to the use, using the same type and quality of materials previously used.
2. Grantor's Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that it shall keep the Easement Area clear of all brush, trees, and buildings which would impede Grantee's access to the Overhead System. Any concrete flatwork installed by Grantor or its successors in the Easement Area shall have a minimum thickness of eight (8) inches. Any fencing in the Easement Area shall include a swing gate not less than twelve (12) feet in width.

3. Miscellaneous Provisions.

- a. Authority. The individual(s) executing this document represent and warrant that they have the legal authority to execute this instrument for and on behalf of the entity for which such individual is executing this instrument.
- b. Amendments. This instrument may be amended only by recording, in the office of the county recorder, an instrument reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.
- c. No Waiver. The failure to enforce or perform any provision set forth in this instrument shall not be deemed a waiver of any such right.
- d. Not a Public Dedication. Nothing contained in this instrument shall be deemed a gift or dedication of all or any portion of the Grantor's property for the general public or for any public purpose whatsoever.
- e. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah law.
- f. Jury Trial Waiver. 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 8th day of September, 2022

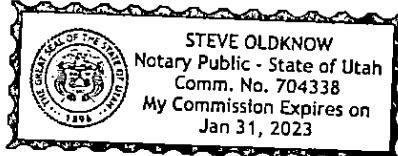


Ivory Development LLC - GRANTOR

STATE OF UTAH)
) ss.
County of SALT LAKE)

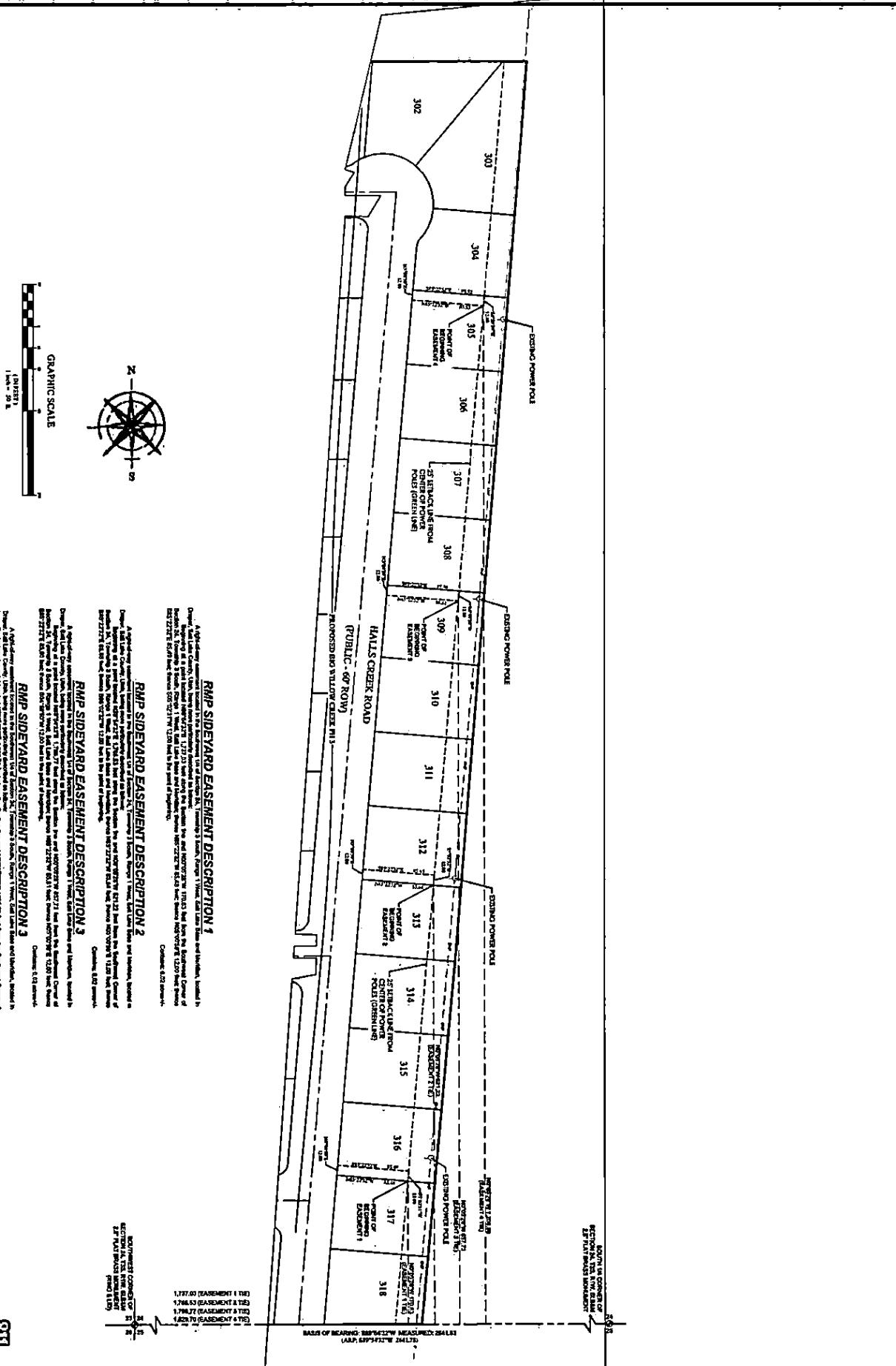
On this 8 day of SEPTEMBER, 2022, before me, the undersigned Notary Public in and for said State, personally appeared KEVIN ANGLESEY (name), known or identified to me to be the SECRETARY (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of IVORY DEVELOPMENT (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: SALT LAKE CITY (city, state)
My Commission Expires: JAN 31 2023 (d/m/y)



BIG WILLOW PHASE 3
DRAPER CITY, UTAH
RMP SIDEYARD EASEMENT EXHIBIT