

100651-CPF

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
1407 West North Temple Ste. 110
Salt Lake City, Utah 84116

14338984 B: 11546 P: 2238 Total Pages: 3
01/23/2025 03:28 PM By: asteffensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

WITH A COPY TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Overhang and Right of Way Easement (Individual)

Salt Lake County	Tax ID No.	22-14-352-007
	PIN No.	8555
	Project No.	F-LC35(210)
	Parcel No.	LC35:109:UE

6190 Holladay L.L.C., and Carl Lesueur and Athelia Lesueur, husband and wife as joint tenants as their interests may appear, Grantor(s), of Holladay, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp its successors and assigns, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

An overhang easement upon part of an entire tract of property, in the SW1/4 SW1/4 of Section 14, T.2S., R.1E., S.L.B.&M., in Salt Lake County, Utah 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 over the surface of real property of Grantor, to facilitate the widening of the existing Holladay Boulevard known as Project No. F-LC35(210), more particularly described as follows:

Beginning at a point in the southerly boundary line of said entire tract which point is 853.75 feet S.89°59'00"E. along the south line of said Section 14 from the Southwest Corner of said Section 14, said point is also 43.00 feet perpendicularly distant westerly from the control line of said project opposite approximate engineer station 105+22.63; and running thence N.00°07'37"W. 156.96 feet along a line parallel with said control line to the northerly boundary line of said entire tract; thence S.89°59'00"E. 10.00 feet along said northerly boundary line to the westerly right of way line of said Holladay Boulevard; thence S.00°07'37"E. (S.00°09'00"E. by record) 119.57 feet along said westerly right of way line to a point 33.00 feet perpendicularly distant westerly from said control line opposite engineer station 105+60.00; thence S.89°52'23"W. 7.00 feet to a line parallel with and 40.00 feet perpendicularly distant westerly from said control line opposite engineer station 105+60.00; thence S.00°07'37"E. 37.37 feet along said parallel line to a point

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in said southerly boundary line; thence N.89°59'00"W. 3.00 feet along said southerly boundary line to the point of beginning. The above described part of an entire tract of land contains 1,308 square feet or 0.030 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°13'07" clockwise to obtain highway bearings.)

Together with the right of access of 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 to 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.

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Parcel No. LC35:109:UE

WITNESS, the hand of said Grantor, this 22 day of January, A.D. 2025.

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

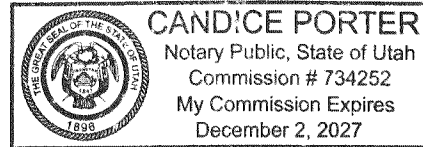
6190 Holladay L.L.C.

[Signature]
Carl LeSueur, Member

[Signature]
Athelia LeSueur, Member

On the date first above written personally appeared Carl LeSueur and Athelia LeSueur, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that they executed the same on behalf of 6190 Holladay L.L.C..

[Signature]
Notary Public



STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

[Signature]
Carl LeSueur

[Signature]
Athelia LeSueur

On the date first above written personally appeared before me, Carl LeSueur and Athelia LeSueur, husband and wife as joint tenants, the signer(s) of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public

