E# 3222344 PG 1 OF 4 LEANN H KILTS, WEBER COUNTY RECORDER 09-MAR-22 905 AM FEE \$40.00 SV REC FOR: ROCKY MOUNTAIN POWER



W3222344

Return to:
Rocky Mountain Power
Attn: Rights-of-Way Department
1407 West North Temple #110
Salt Lake City, UT 84116

Y

Grantor Parcel Number(s): 063150011

RIGHT OF WAY EASEMENT

For value received, Madison Towns on 40th LLC., ("Grantor") hereby grants Rocky Mountain Power, an unincorporated division of PacifCorp its successors and assigns, ("Grantee"), an easement for a right of way 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 Limit 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:

Legal Description:

A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 40TH STREET AND THE GRANTORS NORTH PROPERTY LINE BEING LOCATED NORTH 01°16'59" EAST 908.85 FEET ALONG THE CENTERLINE OF JEFFERSON AVENUE AND NORTH 90°00'00" EAST 148.42 AND SOUTH 89°13'29" EAST 9.90 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF 40™ STREET AND THE GRANTORS NORTH PROPERTY LINE FROM THE CENTERLINE MONUMENT AT 41ST STREET AND JEFFERSON AVENUE; RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE GRANTORS NORTH PROPERTY LINE SOUTH 89°13'29" EAST 99.24 FEET; THENCE SOUTH 0°46'31" WEST 9.27 FEET; THENCE NORTH 88°22'40" WEST 44.54 FEET; THENCE SOUTH 0°22'46" WEST 74.71 FEET; THENCE SOUTH 20°52'26" EAST 24.50 FEET; THENCE SOUTH 0°44'59" WEST 6.62 FEET; THENCE SOUTH 89°26'53" EAST 41.72 FEET; THENCE SOUTH 0°33'07" WEST 10.00 FEET; THENCE NORTH 89°26'53" WEST 51.76 FEET; THENCE NORTH 0°44'59" EAST 10.74 FEET; THENCE NORTH 89°15'54" WEST 3.00 FEET; THENCE NORTH 0°44'36" EAST 3.40 FEET; THENCE NORTH 20°45'36" WEST 12.47 FEET; THENCE SOUTH 89°15'01" EAST 3.22 FEET; THENCE NORTH 20°45'36" WEST 12.73 FEET; THENCE NORTH 0°22'47" EAST 76.82 FEEET; THENCE NORTH 89°15'01" WEST 44.70 FEET; THENCE NORTH 0°44'59" EAST 8.37 FEET TO THE POINT OF BEGINNING.

063150011

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 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.

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 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
	Madison Towns on 40th LLC
	Day Stocking Manager
<	Printed Name: Title
	Signature
	STATE OF Wah) ss.
	County of Box Evdes)
	On this day of correct 2021, personally appeared before me the short of the personally known to me (or proven on the basis of satisfactory
	evidence) and who by me duly sworn/affirmed, did say that he/she is the manager of Madison Towns on 40 th LLC, and that said document was signed by him/her in behalf
	Of Windson Towns on to 223

of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said acknowledged to me that said Corporation 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.

	Kellie Jean Stimpson Notary Public, State of Utah Commission # 716810 My Commission Expires
1896	February 17, 2025

X A X		
7	(nota	ry signature)
NOTARY PUBLIC FOR \(\)	tah	(state)
Residing at: Tremorton	Utah	_(city, state)
My Commission Expires: 5	Ebruary 17	(d/m/y

