

2/6
REV05042015

Return to:

Rocky Mountain Power
Lisa Louder/Allen Stewart
1407 West North Temple Ste. 110
Salt Lake City, UT 84116



ENT 41342:2016 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 May 10 4:26 pm FEE 21.00 BY SS
RECORDED FOR ROCKY MOUNTAIN POWER

Project Name: 6113127

WO#: 6113127

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Boyer FDA, L.C.**, a Utah limited liability company ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way ten (10) feet in width and one hundred seventy one (171) feet in length, more or less, 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 (the "Electrical Facilities") on, across, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof:

Legal Description:

LEGAL DESCRIPTION

FOR
EASEMENT ACROSS
PARCEL 1
PARCEL #18-015-0112

AN EASEMENT LOCATED IN SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, TOWN OF VINEYARD, UTAH COUNTY AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 17, FROM WHICH THE NORTHWEST CORNER OF SECTION 17 BEARS NORTH 01° 41' 38" WEST 2641.01 FEET; THENCE NORTH 89° 29' 09" EAST 2367.94 FEET ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 17; THENCE SOUTH 00° 30' 51" EAST 51.01 FEET TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 375041" SET ON THE SOUTH LINE OF PROPOSED ROADWAY PLANS (THE HOMESTEAD@VINEYARD PROJECT NO: AND.011.06 PREPARED BY GILSON ENGINEERING INC., SAID POINT ALSO BEING ON THE SOUTH LINE OF PARCEL 8A AS DESCRIBED UNDER WARRANTY DEED ENTRY NUMBER 43748:2009 IN THE OFFICIAL RECORDS OF UTAH COUNTY, THE TRUE POINT OF BEGINNING; THENCE SOUTH 14° 45' 08" EAST 10.32 FEET ALONG THE WEST LINE OF PARCEL NUMBER 18-015-0041; THENCE SOUTH 89°29'09" WEST 8.39 FEET TO A POINT ON A 2061.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 17.19 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 89°43'30" WEST 17.19 FEET); THENCE NORTH 10.00

FEET TO THE SOUTH LINE OF SAID PROPOSED ROADWAY PLANS AND PARCEL 8A, SAID POINT ALSO ALONG THE ARC OF A 2051.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 17.10 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 89°43'29" EAST 17.10 FEET); THENCE NORTH 89°29'09" EAST 5.85 TO THE TRUE POINT OF BEGINNING.
CONTAINING 0.006 ACRES OF LAND.

LEGAL DESCRIPTION
FOR
EASEMENT ACROSS
PARCEL 2
PARCEL #18-015-0041

AN EASEMENT LOCATED IN SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, TOWN OF VINEYARD, UTAH COUNTY AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 17, FROM WHICH THE NORTHWEST CORNER OF SECTION 17 BEARS NORTH 01° 41' 38" WEST 2641.01 FEET;
THENCE NORTH 89° 29' 09" EAST 2367.94 FEET ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 17;
THENCE SOUTH 00° 30' 51" EAST 51.01 FEET TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 375041" SET ON THE SOUTH LINE OF PROPOSED ROADWAY PLANS (THE HOMESTEAD@VINEYARD PROJECT NO: AND.011.06 PREPARED BY GILSON ENGINEERING INC., SAID POINT ALSO BEING ON THE SOUTH LINE OF PARCEL 8A AS DESCRIBED UNDER WARRANTY DEED ENTRY NUMBER 43748:2009 IN THE OFFICIAL RECORDS OF UTAH COUNTY, THE TRUE POINT OF BEGINNING;
THENCE NORTH 89° 29' 09" EAST 161.49 FEET ALONG SAID SOUTH LINE TO A 5/8" REBAR WITH CAP SET ON THE NORTHWEST CORNER OF THAT PARCEL OF LAND OWNED BY VINEYARD HOMESTEAD POD 2 LLC AS RECORDED UNDER ENTRY NUMBER 61198 AND BEING PARCEL NUMBER 18-015-0126 IN THE OFFICIAL RECORDS OF UTAH COUNTY;
THENCE SOUTH 00° 08' 45" EAST 10.00 FEET ALONG THE WEST LINE OF SAID VINEYARD HOMESTEAD POD 2 LLC THENCE SOUTH 89° 29' 09" WEST 158.89 FEET TO THE EAST LINE OF PARCEL NUMBER 18-015-0112;
THENCE NORTH 14° 45' 08" WEST 10.32 FEET ALONG SAID EAST LINE TO TRUE POINT OF BEGINNING.
CONTAINING 0.037 ACRES OF LAND.

Assessor Parcel No. 18-015-0112 and 18-015-0041

Together with the right of reasonable 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.

Grantee, at its sole cost and expense, shall install, construct, maintain, repair and replace all Electrical Facilities solely within the easement area described above. In addition, in connection with the foregoing, Grantee shall restore, repair and replace any damage to the Grantor's property to the extent arising out of Grantee's installation, construction, maintenance, repair, replacement, relocation or operation of the Electrical Facilities, including, without limitation, repairing and replacing all paved areas, curbs and landscaping to the same condition such areas existed in prior to any work by Grantee.

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, Grantor reserves until itself the rights to cross over or under the Easement Area, and to install parking lots, driveways, walkways, landscaping, over the easement area as determined by Grantee.

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. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

[signature page follows]

The parties have executed this Agreement as of the date first set forth above.

GRANTOR:

BOYER FDA, L.C., a Utah limited liability company, by its Manager

The Boyer Company, L.C.
a Utah limited liability company

By *Don D. Boyer*
Name: *Jacobo L. Boyer*
Its: Manager

GRANTEE:

PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power

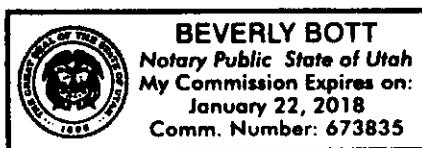
By *Rod A. Stewart*
Name:
Its:

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 26th day of April, 2016, personally appeared before me Jacob L. Boyer, who acknowledged to me that he executed the foregoing instrument as the duly authorized Manager of The Boyer Company, L.C., a Utah limited liability company, in its capacity as duly authorized Manager of Boyer FDA, L.C., a Utah limited liability company on behalf of said company.



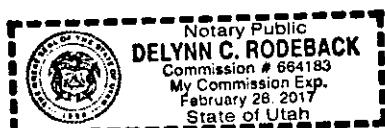
Beverly Bott
Notary Public

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

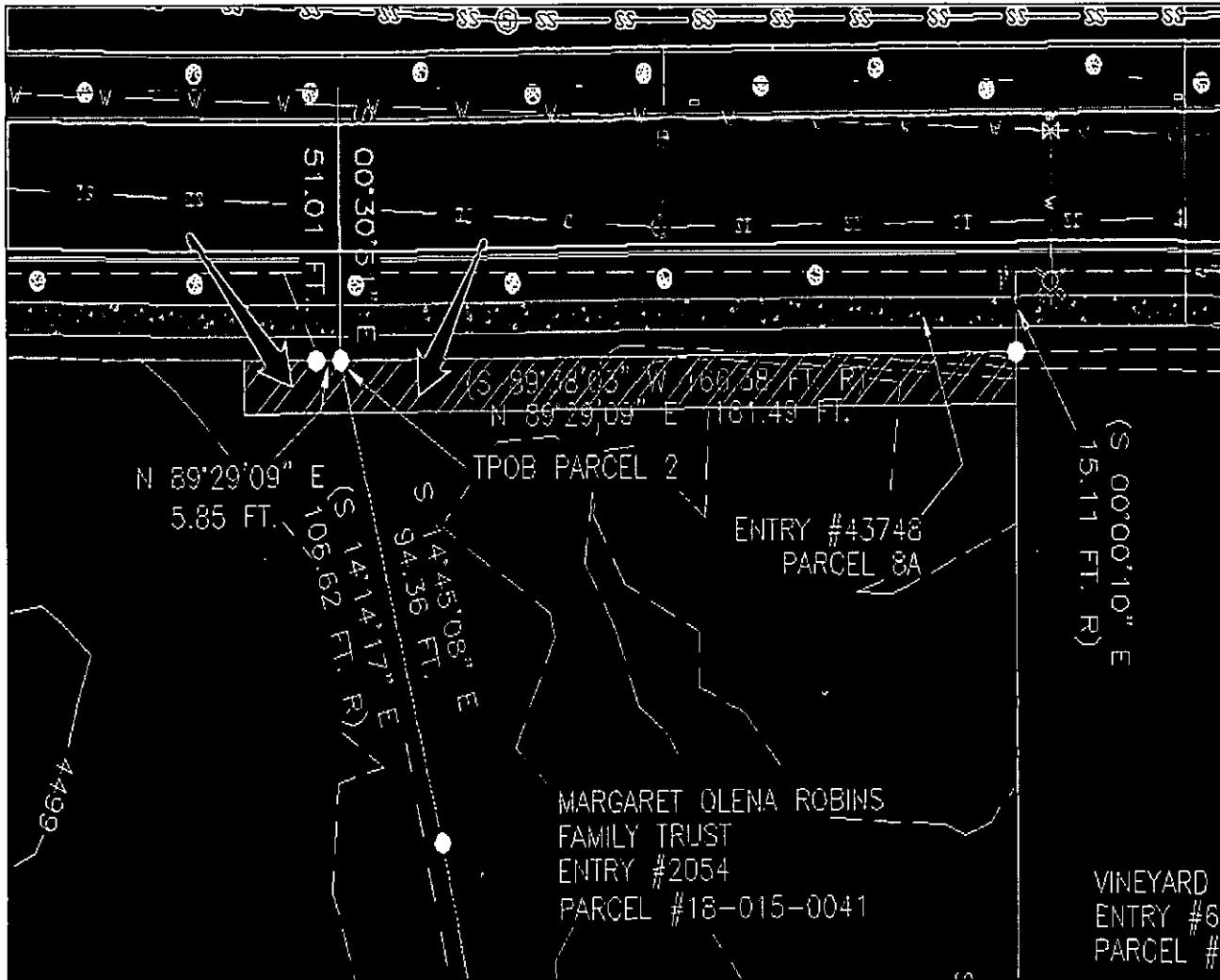
On the 29th day of April, 2016, personally appeared before me Rebecca A. Stewart, who acknowledged to me that (s)he executed the foregoing instrument as the duly authorized Estimator of PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, on behalf of said corporation.



DeLynn C. Rodeback
Notary Public

Property Description

Quarter: NE Quarter: SW Section: 17 Township 6 (N or S),
 Range 2 (E or W), Salt Lake Meridian
 County: Utah State: Utah
 Parcel Number: 18-015-0112 + 18-015-0041



CC#:
11421 WO#:
6113127
 Landowner Name:
BoyerFDA, L.C.
 Drawn by:

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.

EXHIBIT A



SCALE: N/A