

REV05042015

Return to:
Rocky Mountain Power
Calvin Olson
555 N. Main St.
Tooele, UT 84074

Ent: 446022 - Pg 1 of 4
Date: 03/24/2017 02:26 PM
Fee: \$16.00
Filed By: cf
Jerry Houshton, Recorder
Tooele County Corporation
For: ROCKY MOUNTAIN POWER

Project Name: SAL Erda
WO#: 6294571
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Fassio Egg Farms, Inc.** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way **10** feet in width and **351** 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 on, across, or under the surface of the real property of Grantor in Tooele 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: A 10 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA, SAID POINT BEING NORTH 00°39'37" WEST 207.92 FEET ALONG SECTION LINE AND WEST 42.96 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, BASIS OF BEARING BEING SOUTH 89°22'04" WEST FROM SAID SOUTH QUARTER CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 23, AND RUNNING THENCE NORTH 00°08'13" WEST 19.03 FEET; THENCE NORTH 88°57'21" WEST 359.11 FEET AND TERMINATING.

CONTAINS: 0.087 ACRES, MORE OR LESS, (AS DESCRIBED).

Assessor Parcel No. **05-039-0-0002**

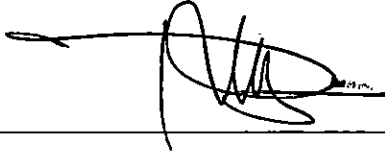
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

Acknowledgment by a Corporation, LLC, or Partnership:

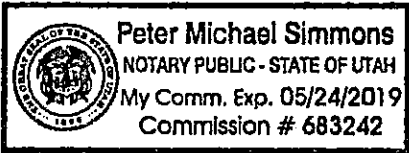
STATE OF UTAH)
) ss.
County of HOVING)

On this 7 day of MARCH, 2017, before me, the undersigned Notary Public in and for said State, personally appeared EDWARD JAMES FASIO (name), known or identified to me to be the PRESIDENT (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 FASIO ESK PARTS, INC. (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: HOVING, UT (city, state)
My Commission Expires: 5/24/2019 (d/m/y)

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 7 day of MAY, 2017



(Insert Grantor Name Here) GRANTOR

(Insert Grantor Name Here) GRANTOR

