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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
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Return to:

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

Project Name: OQU16 - 7200 - 7800 S. Bacchus - Replace BO PMH9 FP173781
WO#: DJOR/2020/C/DRB/6925730
RW#: 2020LBB036

RIGHT OF WAY EASEMENT

For value received, Ivory Land Corporation, and G & N Wood Properties, 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”) of variable width and 3,335 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:

LOCATED IN THE WEST HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH BEGINNING AT A POINT ON THE NORTHERN LINE OF THE GRANTOR’S SAID POINT BEING NORTH 87°05’52” WEST 5.90 FEET FROM THE NORTH QUARTER CORNER OF SECTION 27, T.2S., R.2W., S.L.B. & M. (BASIS-OF-BEARING BEING NORTH 87°05’52” WEST ALONG THE LINE BETWEEN THE FOUND NORTH QUARTER CORNER AND FOUND NORTHWEST CORNER OF SECTION 27, T.2S., R.2W., S.L.B. & M) AND RUNNING, THENCE SOUTH 6°57’20” WEST 539.71 FEET TO A POINT ON THE WESTERN ROW OF BACCHUS HWY; THENCE ALONG SAID ROW LINE SOUTH 8°38’07” WEST 2570.24 FEET TO A POINT WHICH IS THE INTERSECTION OF THE WESTERN ROW LINE AND THE NORTHERN ROW LINE OF THE KENNECOTT RAILROAD; THENCE ALONG SAID NORTHERN ROW LINE AND A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2241.86 FEET, THROUGH A CENTRAL ANGLE OF 1°32’40”, (CHORD BEARS SOUTH 63°49’04” WEST 60.43 FEET), FOR AN ARC DISTANCE OF 60.43 FEET; THENCE NORTH 8°37’16” EAST 320.55 FEET; THENCE NORTH 8°35’53” EAST 572.51 FEET TO THE SOUTHERN PARCEL LINE OF IVORY LAND CORPORATION, ENTRY NO. 13650023, BOOK: 11167, PAGE:

2255-2257; THENCE ALONG SAID SOUTHERN LINE SOUTH 80°28'57" EAST 10.00 FEET; THENCE NORTH 8°35'53" EAST 1054.30 FEET; THENCE NORTH 6°57'20" EAST 1191.51 FEET TO THE NORTHERN LINE OF THE GRANTOR'S LAND AND THE NORTHERN SECTION LINE OF SAID SECTION; THENCE SOUTH 87°05'52" EAST 60.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 151,541.19 SQ. FT. OR 3.479 ACRES

Assessor Parcel No. 2027300005, 2027300017, 2027100004, 2027176001

The Easement shall be for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of (1) the existing overhead electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto ("Existing Overhead System"), including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property currently located within the Easement Area, and (2) new underground electric power transmission, distribution and communication lines and all necessary accessories and appurtenances thereto ("New Underground System"). Any replacement of the Existing Overhead System shall not exceed the surface area of the Existing Overhead System. Grantee shall coordinate with Grantor in good faith regarding the design and placement of any replacement of the Existing Overhead System. The location of any above-ground accessories or appurtenances to the New Underground System shall be approved by Grantor prior to their installation, which approval shall not be unreasonable delayed, conditioned, or denied.

The Easement shall include 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 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 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.

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