

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/Mark Steele
1407 West North Temple Ste. 110
Salt Lake City, UT 84116



ENT 106351:2020 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jul 23 11:04 am FEE 40.00 BY NA
RECORDED FOR ROCKY MOUNTAIN POWER

Project Name: Saratoga Town Center – Retail A
WO#:
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **JDH Town Center, LLC** (“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 335.99 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 **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **Exhibit A and Exhibit B** attached hereto and by this reference made a part hereof:

Legal Description: Lot 2 of the Saratoga Town Center No. 2 Subdivision

Assessor Parcel No. 66:387:0002

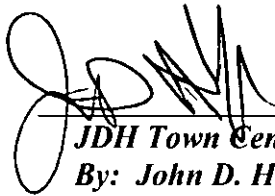
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush,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

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 18 day of July, 2020.



JDH Town Center, LLC GRANTOR
By: John D. Hadfield, Manager

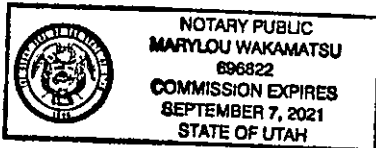
Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of Utah) ss.)

On this 18 day of July, 2020, before me, the undersigned Notary Public in and for said State, personally appeared John D. Hadfield (name), known or identified to me to be the Managing Member (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 JDTT Town Center, LLC (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.

Marylou Wakamatsu
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Lehi, Utah (city, state)
My Commission Expires: Sep. 7, 2021 (d/m/y)

Exhibit A

Legal Description

RMP Perpetual Right-of-Way Easement

A perpetual right-of-way easement being a strip of land 10.00 feet in width being a part of Lots 1 and 2, Private Road and Storm Drain Easement, Saratoga Town Center No. 2 Subdivision recorded April 10, 2013 as Entry No. 2013-34884 in Book 66, at Page 387 in the Office of the Utah County Recorder, located in the Northeast Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian. Said 10.00 – foot strip of land lies 5.00 feet on each side of the following described centerline:

Beginning at a point which is 6.91 feet N. 30°06'24" E. along the easterly line of said Lot 6 from the southeasterly corner of said Lot 6; thence North 89°13'43" East 94.32 feet; thence North 79°17'39" East 74.23 feet; thence North 76°15'19" East 11.64 feet; thence North 82°11'09" East 49.53 feet to a point of curvature to the right, thence easterly 31.51 feet along the arc of a 225.00 feet radius curve, having a central angle of 08°01'23" (chord bears North 86°11'50" East 31.48 feet); thence South 89°47'29" East 74.77 feet to the **Point of Terminus**

The sidelines of said 10.00 wide strip of land shall be lengthened or shortened to begin and terminate at right angles to said centerline.

The above described perpetual right-of-way easement contains 3,360 square feet in area or 0.077 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: The Basis of Bearing is S. 89°51'57" W. per said Saratoga Town Center No. 2 Subdivision along the Section line between the Northeast Corner and the North 1/4 Corner of said Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian.

