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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: SSA, DEPUTY - WI 5 P.

REV05042015

Return to:

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

Project Name: Larry H. Miller at Lone Peak Parkway Auto Dealership and Office Building
WO#: 6128345, 6133317, 6133318
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Miller Family Real Estate, L.L.C. ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10.0 feet in width and 2471.1 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 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:

Legal Description:

A 10.0 foot wide Easement for Buried Powerline Facilities being 5.0 feet each side of the following described Centerline:

A part of the South Half of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of Grantor's Property being 5.00 feet South 2°37'54" East along the Westerly Line of Lone Peak Parkway from the Northeast Corner of Grantor's Property located 521.12 feet South 89°46'15" East along the Quarter Section Line; and 79.35 feet South 2°37'54" East from the Center of said Section 24; and running thence North 89°44'44" West 210.20 feet; thence North 89°11'08" West 157.84 feet; thence North 84°34'00" West 107.95 feet; thence North 88°07'08" West 19.44 feet; thence South 52°51'49" West 19.08 feet; thence South 0°15'35" East 6.43 feet to a point of curvature; thence Southwesterly along the arc of a 130.00 foot radius curve to the right a distance of 153.00 feet (Central Angle equals 67°25'53" and Long Chord bears South 33°27'22" West 144.32 feet); thence South 66°27'11" West 36.55 feet to a point hereafter referenced as Point 'A'; thence South 66°27'14" West 24.25 feet to a point of curvature; thence Southwesterly along the arc of a 60.00 foot radius curve to the

left a distance of 63.76 feet (Central Angle equals 60°53'13" and Long Chord bears South 36°00'37" West 60.80 feet) to a point of tangency; thence South 5°34'01" West 215.24 feet; thence South 2°47'00" West 48.08 feet; thence South 247.15 feet; thence South 6°40'52" West 43.64 feet to a point hereafter referenced as Point 'B', thence North 58°23'54" East 35.00 feet; thence East 116.70 feet to a point hereafter reference as Point 'C'; thence South 5°34'01" West 95.55 feet; thence South 248.16 feet to the South Line of Grantor's Property and the endpoint of this easement centerline.

ALSO:

Beginning at previously described reference Point 'A'; and running thence South 89°44'44" East 175.28 feet; thence North 87°30'44" East 104.16 feet to the endpoint of this easement centerline.

ALSO:

Beginning at previously described reference Point 'B'; and running thence South 6°40'52" West 70.09 feet; thence North 84°25'59" West 135.50 feet to the endpoint of this easement centerline.

ALSO:

Beginning at previously described reference Point 'C'; and running thence East 53.34 feet; thence South 75.64 feet; thence South 38°27'29" East 9.10 feet to the endpoint of this easement centerline.

Assessor Parcel Nos. 27-24-300-020, 27-24-300-021, 27-24-401-003, 27-24-401-006,

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 12 day of May, 2016.



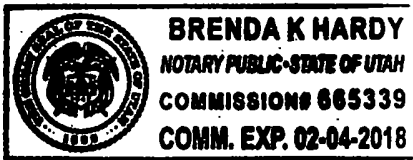
Miller Family Real Estate, L.L.C. a Utah limited liability company GRANTOR
Scott Bates
Title: President

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Salt Lake)

On this 12 day of May, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Scott Bates (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 Miller Family Real Estate (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.



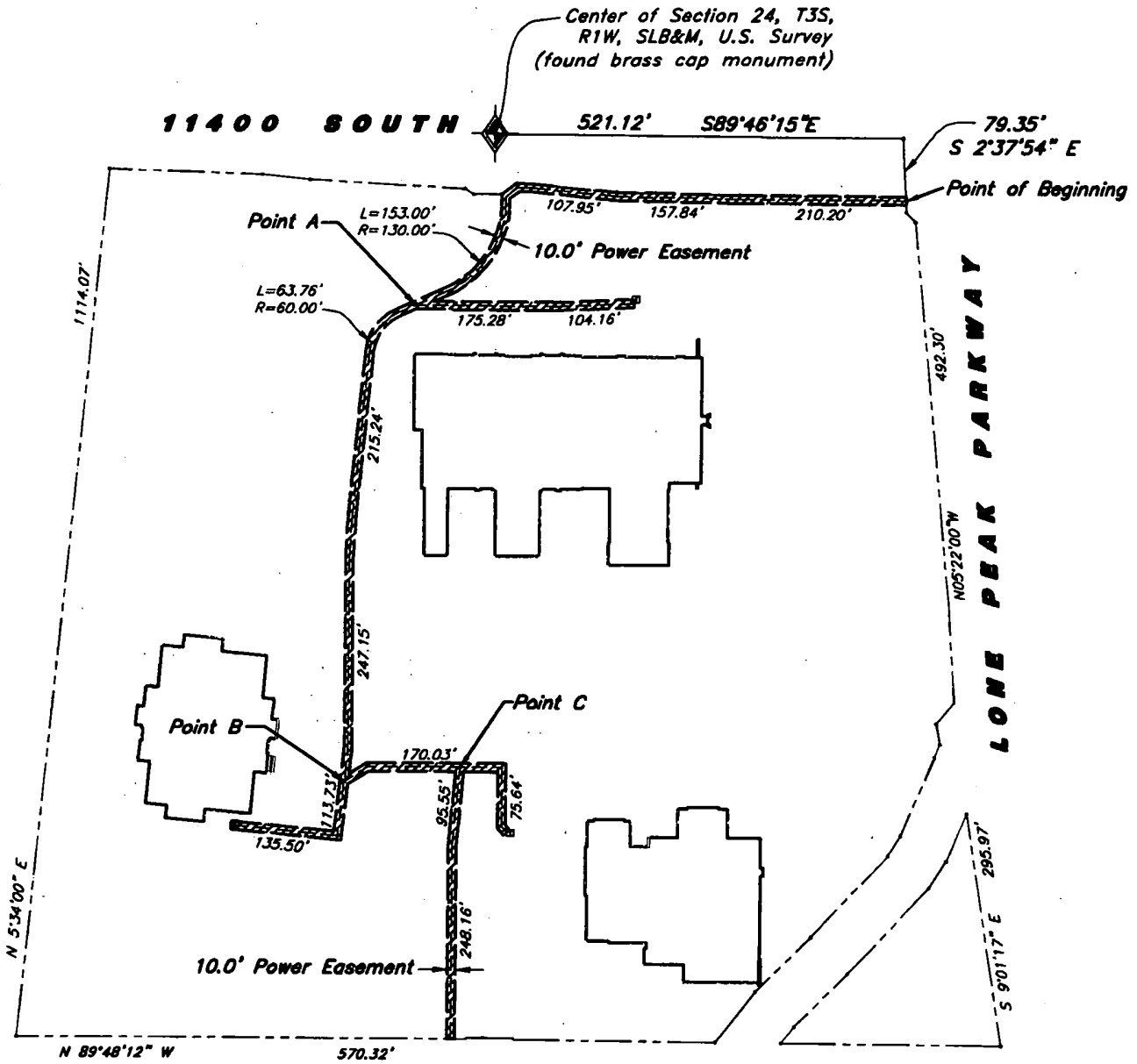
Brenda K. Hardy

(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Sandy, Utah (city, state)
My Commission Expires: 2-4-2018 (d/m/y)

LHM @ Lone Peak Parkway

A Part of the South Half of Section 24,
Township 3 South, Range 1 West, SLB&M, U.S. Survey
Salt Lake City, Salt Lake County, Utah



Scale: 1" = 200'



Exhibit - A

LHM @ Lone Peak Parkway
11400 South Lone Peak Parkway
Draper, Utah

Sheet No.

A

Designed By: BP

Drafted By: SB

Client Name:

LHM

15-076 Exhibit RMP

19 Apr, 2016