

REV05042015

Return to:


Rocky Mountain Power

Brian Bridge

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

14015711 B: 11372 P: 4848 Total Pages: 7
 09/14/2022 04:03 PM By: ggasca Fees: \$40.00
 Rashelle Hobbs, Recorder, Salt Lake County, Utah
 Return To: ROCKY MOUNTAIN POWER
 ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SALT LAKE CITY, UT 84116



Project Name: Ivory Homes – Big Willow Creek Subdivision

WO#: 10047850

RW#: 2022LBB038

RIGHT OF WAY EASEMENT

For value received, Ivory Development, 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”) twenty-five (25) feet in width and 1,501.34 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:

A right-of-way easement line being 50 feet in width, 25 feet on each side, located in the Southwest 1/4 of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, located in Draper, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the southerly boundary line of that Special Warranty Deed recorded May 5, 2022 as Entry No. 13954980 in Book 11340 at Page 4883 in the Salt Lake County Recorder’s Office, said point being N89°54’32”E 1,746.81 feet along the Section line from the Southwest Corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence N05°02’31”E 531.39 feet; thence N05°02’40”E 331.83 feet; thence N04°58’16”E 638.12 feet to the northerly Boundary line of said Deed

Assessor Parcel No. 27243810010000

1. Easement Grant. The purpose of the Easement shall be for the construction, reconstruction, operation, maintenance, relocation, enlargement, alteration, and removal of electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto (“Overhead System”) within the Easement Area. Grantee shall cause the facilities

installed pursuant to the Easement to be located and/or replaced at a location that is as close to the eastern boundary of the Easement Area as physically possible given any applicable rules or regulations governing the location of such facilities. On completion of any excavation or construction activities pursuant to this Easement, Grantee shall within a reasonable period of time after construction restore any portion of the Easement Area affected to the same condition as existed prior to the commencement of such excavation or construction activities, using the same type and quality of materials previously used.

2. Access. Grantee shall have a right of access along and within the described Easement Area. No permanent fencing such as cinder block or concrete fencing shall be placed within the Easement Area. Non-permanent fencing such as composite, vinyl or chain-link fencing is acceptable within the Easement Area. Any permanent fencing, structures or obstructions placed within the easement area that prevents continuous longitudinal travel within the easement may be removed without replacement or compensation.
3. Grantor's Use of the Easement Area. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or shed; b) excavate closer than fifteen - (15') feet from any pole or structure; c) light any fires or store flammable or hazardous materials; or f) otherwise use the Easement Area in any manner that violates the National Electric Safety Code or Grantee's safety clearance standards, as may be amended from time to time. Grantor shall have the right to construct and maintain window wells, concrete patios, or concrete pads, in the Easement Area. Grantor, or its successor, may seek approval from Grantee's Right of Way Department of the construction of additional structures or eaves of structures in the Easement Area, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor may not plant any species of trees or other vegetation that will grow to a height greater than twelve feet (12') within the Easement Area or, outside of the Easement Area, if upon maturity such trees or vegetation will grow within twenty-five (25') feet of the transmission line conductor. Grantee shall have the right to prune or remove all vegetation in violation of the foregoing or, in its reasonable opinion, interferes with, is causing, or may cause a threat of harm to its facilities or improvements.
4. Miscellaneous Provisions.
 - a. Authority. The individual(s) executing this document represent and warrant that they have the legal authority to execute this instrument for and on behalf of the entity for which such individual is executing this instrument.
 - b. Amendments. This instrument may be amended only by recording, in the office of the county recorder, an instrument reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.

- c. No Waiver. The failure to enforce or perform any provision set forth in this instrument shall not be deemed a waiver of any such right.
- d. Not a Public Dedication. Nothing contained in this instrument shall be deemed a gift or dedication of all or any portion of the Grantor's property for the general public or for any public purpose whatsoever.
- e. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah law.
- f. Jury Trial Waiver. 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.

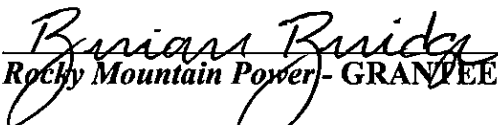
Dated this 8th day of September, 2022



Ivory Development LLC - GRANTOR

By: Kevin Anglessey

Its: Secretary



Rocky Mountain Power - GRANTEE

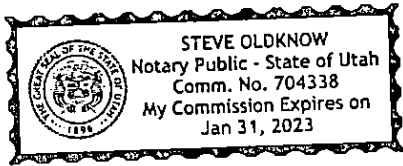
By: **Brian Bridge**

Its: **Sr. Right of Way Agent**

STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 8 day of SEPTEMBER, 2022, before me, the undersigned Notary Public in and for said State, personally appeared KEVIN ANGLESBY (name), known or identified to me to be the SECRETARY (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 IVORY DEVELOPMENT (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.



[Handwritten Signature]

(Notary Signature)

NOTARY PUBLIC FOR UTAH (state)
Residing at: SALT LAKE CITY (city, state)
My Commission Expires: JAN 31, 2023 (d/m/y)

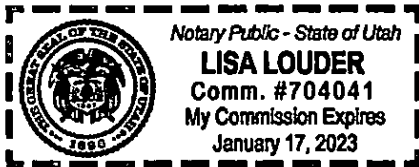
STATE OF Utah)
County of Salt Lake) ss.)

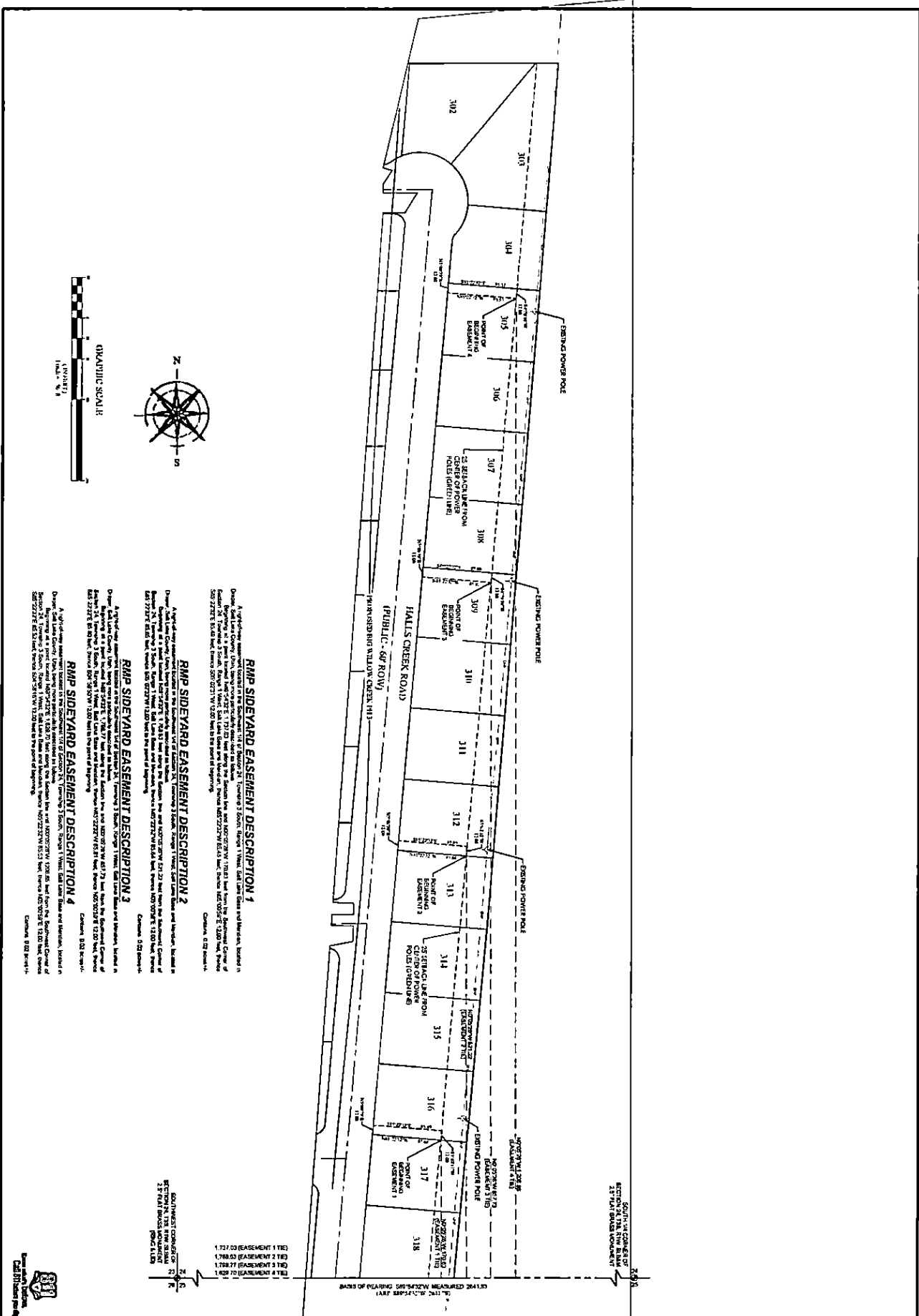
On this 13th day of September, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Brian Bridge known or identified to me to be the Sr. Right of Way Agent of the corporation, that executed the instrument or the person who executed the instrument on behalf of Rocky Mountain Power 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.

Lisa Louder

(Notary Signature)





BIG WILLOW PHASE 3

DRAPER CITY, UTAH

RMP SIDEYARD EASEMENT EXHIBIT

FOCUS
ENGINEERING AND SURVEYING, LLC
800 S. 1000 WEST DRAPER UTAH 84020
ADWALDE, UTAH 84020
www.FocusUtah.com

REVISION	DATE	DESCRIPTION
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RMP EASEMENT

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