

REV05042015

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

14063699 B: 11396 P: 5019 Total Pages: 5
01/18/2023 01:54 PM By: adavis 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: COH14: ADD CIRCUIT 12.5KV
WO#: DZJV/2021/C/003/8153698
RW#: 2022LBB049

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **M H Jones Family, LLC and V & M Jones Family, 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 1,188.77 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(s) "**A**" attached hereto and by this reference made a part hereof:

Legal Description: THE BASIS OF BEARING FOR THIS EASEMENTS IS NORTH 89°07'13" WEST 2647.64 FEET MEASURED BETWEEN THE FOUND SECTION MONUMENTS AT THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 3 SOUTH RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THIS BEARING WAS MEASURED IN UTM 12 NORTH, U.S. SURVEY FEET.

AN EASEMENT BEING 10 FEET IN WIDTH. BEING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, SAID EASEMENT BEING THE NORTHERNLY 10 FEET OF THE SUBJECT PROPERTY, PARALLEL AND PERPENDICULAR TO THE NEW BINGHAM HIGHWAY RIGHT OF WAY. BEGINNING AT A POINT WHICH IS ON THE WESTERLY PARCEL LINE OF THE GRANTORS LAND AND THE EASTERLY ROW LINE OF OQUIRRH PASS DRIVE, SAID POINT BEING NORTH 89°07'13" WEST 737.88 FEET, AND SOUTH 0°52'41" WEST 766.25 FEET FROM THE NORTH QUARTER CORNER OF SECTION 10 TOWNSHIP 3 SOUTH RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 58°53'24" EAST 1188.77 FEET, TO THE EASTERLY LINE OF THE GRANTOR'S LAND AND THE POINT OF TERMINUS. SAID POINT BEING SOUTH 62°20'12" EAST 302.86 FEET FROM THE SAID NORTH QUARTER CORNER.

LOCATED IN THE NORTHEAST HALF OF SECTION 10, TOWNSHIP 3 SOUTH RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINING 11,888 S.F. OR 0.2729 ACRES

Assessor Parcel No. 2610100006

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 14th day of DECEMBER, 20 22


M H Jones Family, LLC - GRANTOR

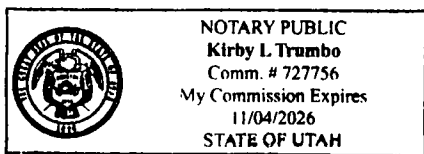

V & M Jones Family, LLC - GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

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

On this 14 day of DECEMBER, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Michael L. Jones, known or identified to me to be the Manager 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 V & M Jones Family, LLC, 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.



K. Trumbo

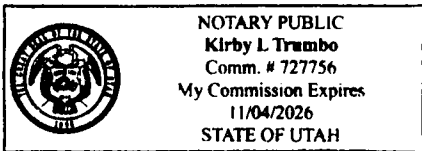
(notary signature)

Acknowledgment by a Corporation, LLC, or Partnership:

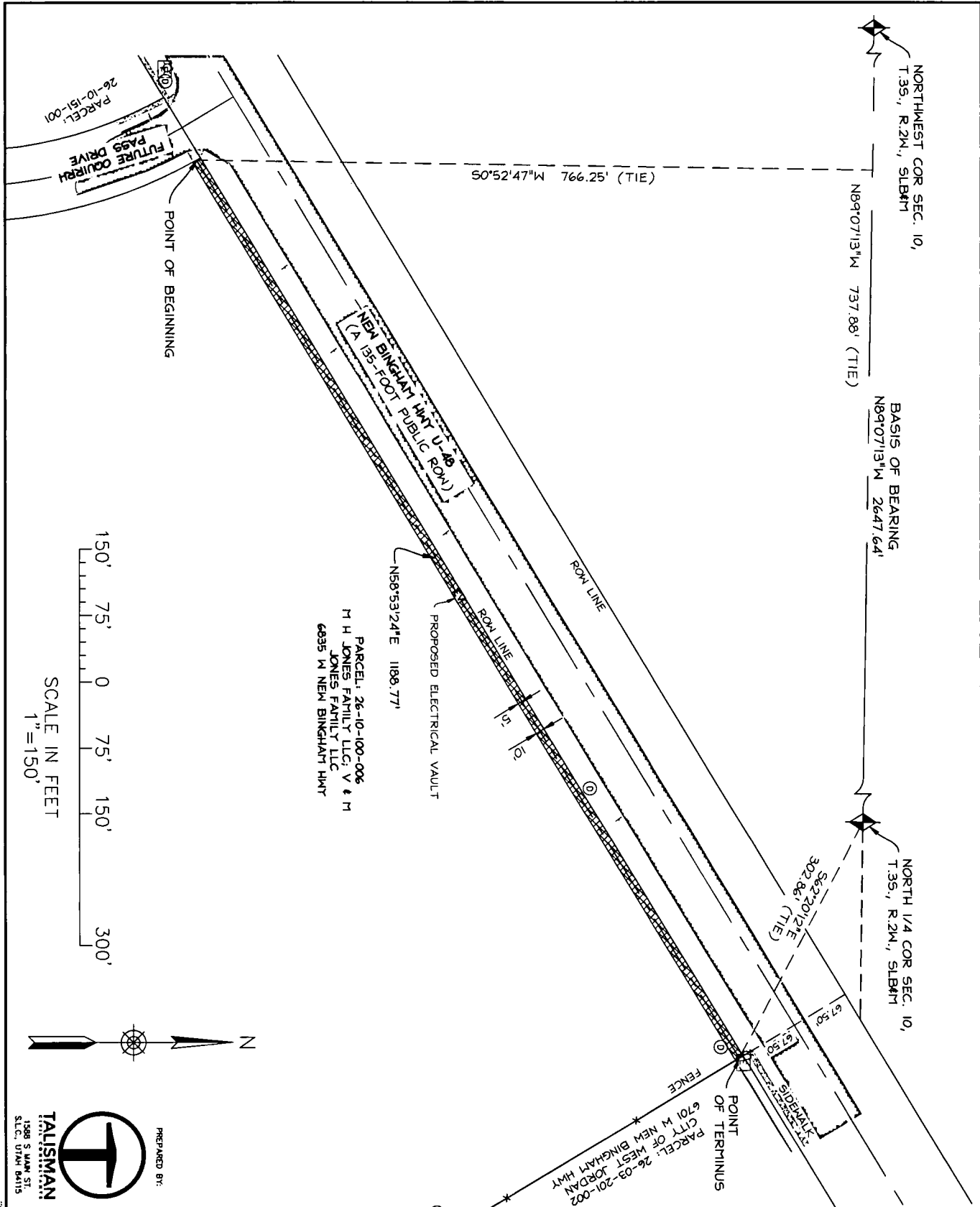
STATE OF UTAH)
) ss.
County of SALT LAKE)


On this 14 day of DECEMBER, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Michael L. Jones, known or identified to me to be the Manager 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 M H Jones Family, LLC, 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)



PREPARED BY:

 TALISMAN
 1388 S MAIN ST.
 SLC, UTAH 84115

NO.	DATE	REVISIONS	ENGINEER	DES./ DR.	CHECKED	APPROVED
EXHIBIT						
DISCIPLINE ENG.		PROJ/ER#	UNDERGROUND EASEMENT PARCEL: 26-10-100-006 M H JONES FAMILY LLC; V & M JONES FAMILY LLC 6835 W NEW BINGHAM HWY, WEST JORDAN, UT			
PROJECT ENG.		DATE: 2022-11-28				
APPROVAL ENG.		ENG: DES:				
		DR: CH:				
		SCALE: 1"=150'				
SHEET 1 OF 1		REVISION		 A BROWN & CALDWAY ENERGY COMPANY		