

REV05042015

Return to:
Rocky Mountain Power
Alan Young
70 North 200 East
American Fork, Utah, 84003



ENT 14706:2023 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Mar 09 2:16 pm FEE 40.00 BY CS
RECORDED FOR ROCKY MOUNTAIN POWER

Project Name: Vineyard Jiffy Lube
WO#: 8315722
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **TFC Geneva Rd, 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 273 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) **A** attached hereto and by this reference made a part hereof:

Legal Description: Lot 2 of The Geneva Retail Frontage Subdivision

Assessor Parcel No. 40:597:0002

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.

Each party will defend and indemnify and hold harmless the other party from and against liability, damage, loss, costs, and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party or by its agents, employees and assigns, unless such injury or damage resulted from the sole negligence of the other party.

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 23 day of February, 2023.

GRANTOR:



TFC Geneva Rd, LLC GRANTOR



TFC Geneva Rd, LLC GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

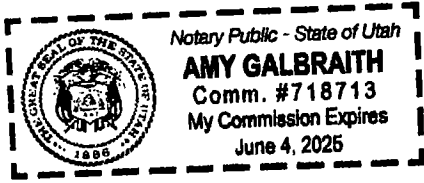
STATE OF Utah)
) ss.
County of Salt Lake)

On this 23 day of February, 20 23, before me, the undersigned Notary Public in and for said State, personally appeared Jonathan Taylor & Elliott Smith (name), known or identified to me to be the Managers (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 TFC Geneva Rd, 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.

Amy Galbraith

(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City, UT (city, state)
My Commission Expires: 6/4/2025 (d/m/y)

Property Description

Quarter: NE Quarter: Section 17 Township 6 (S),
 Range 2 (E), **SALT LAKE BASE & MERIDIAN**
 County UTAH State: UTAH
 Parcel Number: 40:597:0002

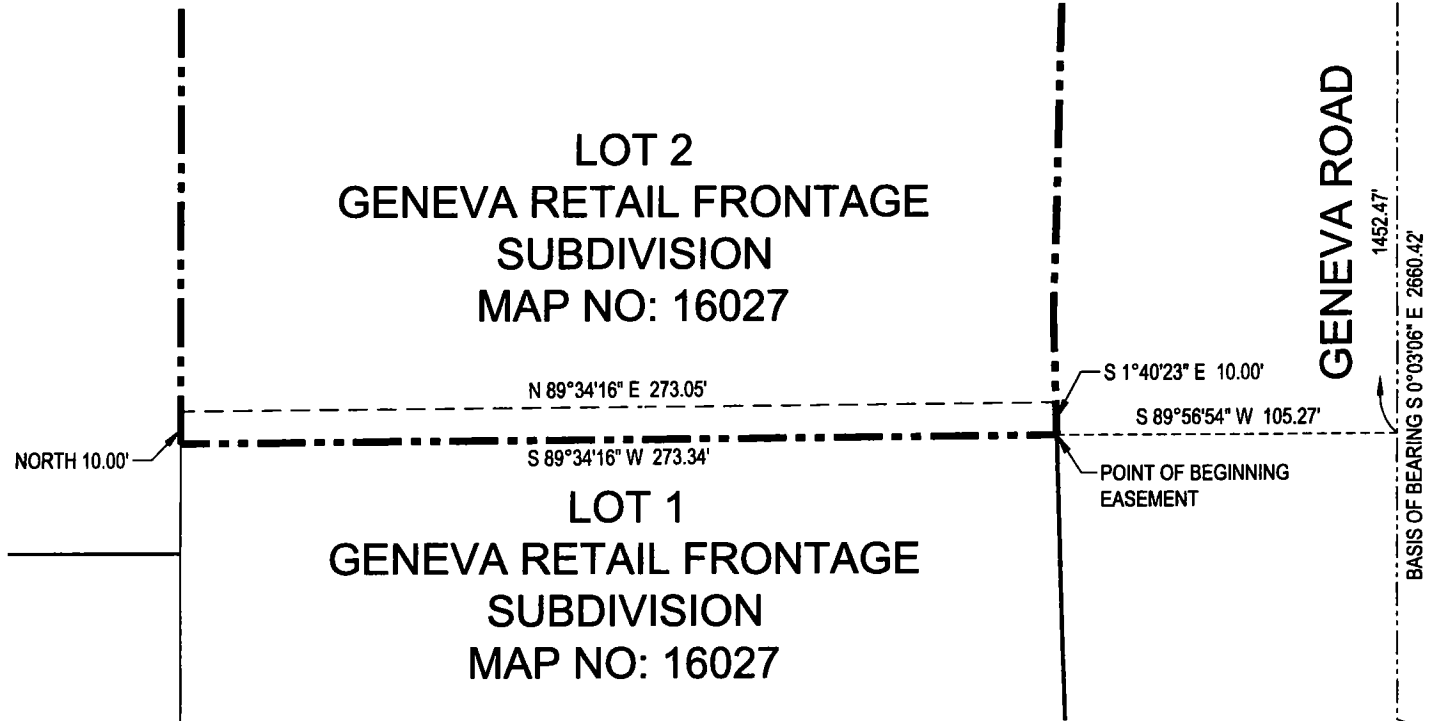
SCALE: 1"=60'



FOUND NORTHEAST CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN AT INTERSECTION WITH 400 NORTH STREET



LOT 2
 GENEVA RETAIL FRONTAGE
 SUBDIVISION
 MAP NO: 16027



LOT 1
 GENEVA RETAIL FRONTAGE
 SUBDIVISION
 MAP NO: 16027

FOUND EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN



CC#: WO#:

Landowner Name: TFC GENEVA RD LLC

Drawn by: KSL

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A



SCALE: 1"=60'

Property Description

LOT 2, GENEVA RETAIL FRONTAGE SUBDIVISION POWER EASEMENT

A TEN-FOOT-WIDE POWER EASEMENT LOCATED IN LOT 2, GENEVA RETAIL FRONTAGE SUBDIVISION AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS MAP NUMBER 16027, SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, AND RUNNING THENCE SOUTH 89°34'16" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 273.34 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WESTERLY LINE OF SAID LOT 10.00 FEET; THENCE NORTH 89°34'16" EAST 273.05 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 1°40'23" EAST ALONG SAID EASTERLY LINE 10.00 FEET TO THE POINT OF BEGINNING.

CC#: WO#:

Landowner Name: TFC GENEVA RD LLC

Drawn by: KSL

SCALE: 1"=60'

SHEET 2 OF 2

EXHIBIT A

