


When Recorded Return To:  
Vineyard Gateway 1  
3963 East Alpine Valley Circle  
Sandy, Utah 84092

  
ENT 98053:2015 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Oct 28 3:56 pm FEE 16.00 BY SW  
RECORDED FOR VINEYARD GATEWAY I LLC

With a Copy To:  
Rocky Mountain Power  
70 North 200 East  
American Fork, Utah 84003-1765

### **ELECTRIC UTILITY EASEMENT**

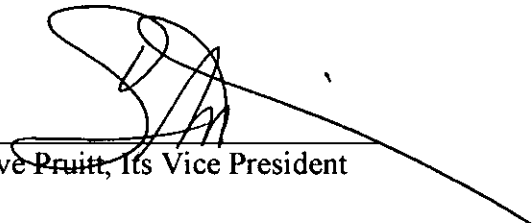
For value received, Vineyard Gateway 1, LLC ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns ("Grantee"), an easement (the "Easement") for certain rights of way for the underground construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of electric power distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, on, over and under the surface of Grantor's real property described as the Vineyard Gateway Subdivision as recorded in the Official Records of Utah County, Utah as entry No. 95169:2015 ("Grantor's Property"), such Easement being depicted on Exhibit A attached hereto and as more particularly described on Exhibit B attached hereto together with the right of access to the Easement from adjacent lands of Grantor for all activities in connection with the purposes for which this Easement has been granted together with the present and the future right to keep the right of way and adjacent lands clear of all obstructions and hazards which might endanger Grantee's facilities or impede Grantee's activities.

Except as may be required by any governmental or quasi-governmental agency, Grantor agrees to not place any improvements within the boundaries of the Easement, Grantee recognizing that other utility services may cross through the Easement and that the surface of the Easement may be improved with curbing, sidewalks, landscaping, irrigation and pavements not inconsistent with Grantor's use of Grantor's Property and the purposes for which the 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.


Dated this 27<sup>th</sup> day of October, 2015

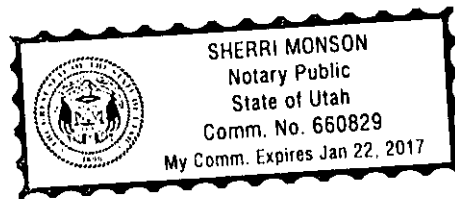
Vineyard Gateway 1, LLC, a Utah limited liability company  
By Equiwest, its Manager

By   
Steve Pruitt, Its Vice President

State of Utah )  
 ) ss.  
County of Salt Lake )

On October 27, 2015, before me, a notary public in and for said state, personally appeared Steve Pruitt, demonstrated to me with satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public 10/28/15





**EXHIBIT B**

**A strip of land generally being 10.00 feet in width situated in the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, located in Vineyard City, County of Utah, State of Utah, being more particularly described as follows:**

Beginning at a point on the north line of an existing 15.00 foot wide public utility easement, said point being South  $89^{\circ}19'19''$  West, along the South line of said Lot 1, a distance of 54.78 feet and North  $0^{\circ}40'41''$  West, perpendicular to said south line, a distance of 15.00 feet, from the southerly corner of said Lot 1, said point also being North  $72^{\circ}21'25''$  East, a distance of 51.41 feet, from a point of curvature in said south line of Lot 1; and running thence along the lines of said 10.00 foot wide strip the following twenty-one (21) courses: (1) South  $89^{\circ}19'19''$  West, along the north line of said public utility easement, a distance of 10.00 feet; (2) North, a distance of 129.07 feet; (3) South  $54^{\circ}49'23''$  West, a distance of 59.55 feet; (4) North  $35^{\circ}10'37''$  West, a distance of 10.00 feet; (5) North  $54^{\circ}49'23''$  East, a distance of 66.60 feet; (6) North, a distance of 196.36 feet; (7) North  $82^{\circ}33'52''$  West, a distance of 143.20 feet, to the west line of said Lot 1; (8) North, along said west line, a distance of 5.04 feet, to the northwest corner thereof; (9) North  $89^{\circ}35'13''$  East, along the north line of said Lot 1, a distance of 36.61 feet; (10) departing said north line bearing South  $82^{\circ}33'52''$  East, a distance of 106.28 feet; (11) North, a distance of 14.53 feet, to the aforesaid north line of Lot 1; (12) East, along said north line, a distance of 10.00 feet; (13) departing said north line bearing South, a distance of 15.22 feet; (14) East, a distance of 77.96 feet; (15) South, a distance of 10.00 feet; (16) West, a distance of 77.96 feet; (17) South, a distance of 193.35 feet; (18) East, a distance of 82.15 feet; (19) South, a distance of 10.00 feet; (20) West, a distance of 82.15 feet; (21) South, a distance of 133.59 feet, to the point of beginning.

Contains: 7,194 Square Feet, or 0.165 of an Acre.