



ENT 99886:2015 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Nov 03 2:20 pm FEE 16.00 BY CLS
RECORDED FOR FRUITT, STEVE

WHEN RECORDED RETURN TO:

Vineyard Gateway 1
3963 East Alpine Valley Circle
Sandy, Utah 84092

With a copy to:

Rocky Mountain Power
Lisa Louder/Robin Anderson
1407 West North Temple Ste. 110
Salt Lake City, UT 84116
Project Name: Vineyard Gateway
WO#: 6014496

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Vineyard Gateway 1, LLC ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width as depicted on Exhibit A attached hereto 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: A strip of land generally being 10 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 1 foot wide public utility easement, said point being South 89°1 West, along the South line of said Lot 1, a distance of 54. feet and North 0°40'41 " West, perpendicular to said south line, a distance of 15.00 feet, from the southerly comer of said Lot 1, said point also being North 72°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° 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°49'23" West, a distance of 59.55 feet; (4) North 35°10'37" West, a distance of 10.00 feet; (5) North 54°49'23" East, a distance of 66.60 feet; (6) North, a distance of 196.36 feet; (7) North 82°33'52" West, a distance of 143 feet, to the west line of said Lot 1; (8) North, along said west line, a distance of feet, to the northwest comer thereof; (9) North 89°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°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 feet, to the point of beginning.

Contains approximately 7,194 square feet

Assessor Parcel No. 46:861 :0001

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.

Notwithstanding anything contained elsewhere herein to the contrary, this Instrument hereby replaces, in all respects, that certain Electric Utility Easement dated October 27, 2015 and recorded as Entry No. 98053:2015 in the official records of Utah County, Utah.

GRANTOR:

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

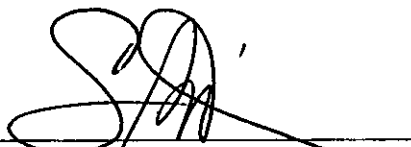
By: 
Steve Pruitt, its Vice president

EXHIBIT A

