

40
3

E

e

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/Jim Evans
1407 West North Temple Ste. 110
Salt Lake City, UT 84116



ENT 38784:2021 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Mar 02 9:58 am FEE 40.00 BY JR
RECORDED FOR PACIFICORP

Project Name: SHN17 PEN&INK RELOCATE 3PH GRND SLEEVE
WO#: 6961306
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Pen & Ink LTD** ("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 460 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: COM S 0 DEG 10' 9" E 112.2 FT ALONG SEC. LINE FR E 1/4 COR. SEC. 30, T5S, R2E, SLB&M.; W 181.5 FT; N 6.6 FT; W 355.07 FT; N 20.35 FT; S 89 DEG 28' 0" W 357.64 FT; N 5.82 FT; S 89 DEG 28' 0" W 861.37 FT; S 9 DEG 34' 38" E 173.47 FT; S 0 DEG 20' 35" W 1174.61 FT; E 25.23 FT; N 7.33 FT; N 89 DEG 32' 26" E 343.4 FT; ALONG A CURVE TO L (CHORD BEARS: N 6 DEG 30' 28" E 40.3 FT, RADIUS = 383 FT); N 89 DEG 32' 12" E 304.36 FT; N 0 DEG 0' 3" W 240.77 FT; ALONG A CURVE TO R (CHORD BEARS: N 44 DEG 46' 5" E 140.85 FT, RADIUS = 100 FT); N 89 DEG 32' 12" E 584.88 FT; S 0 DEG 0' 3" E 72.44 FT; N 89 DEG 34' 19" E 375.08 FT; N 0 DEG 10' 9" W 995.72 FT ALONG SEC. LINE TO BEG. AREA 44.016 AC.

Assessor Parcel No. 14:057:0097

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 3rd day of Feb, 2021.

GRANTOR Jeanette Lynton

ENT 38784:2021 PG 2 of 3

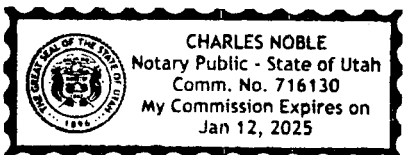
GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of Utah) ss.)

On this 3rd day of Feb, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Jeanette Lynton (name), known or identified to me to be the Manager (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 Pen Ink (entity name), and acknowledged to me that said entity executed the same.

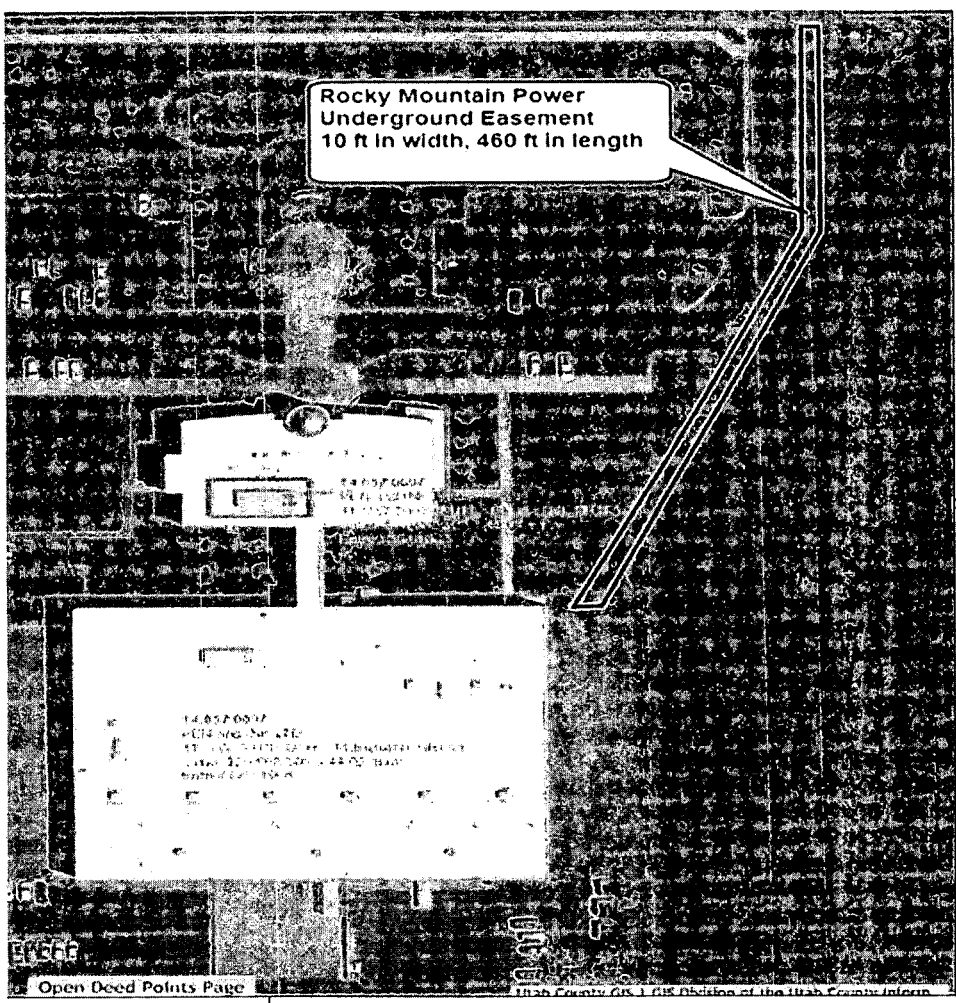
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Pleasant Grove, UT (city, state)
My Commission Expires: Jan 12, 2025 (d/m/y)

Property Description
 Quarter: Quarter: 1/4 Cor. Section: 30 Township 5S (N or S),
 Range 2E (E or W), SLB Meridian
 County: Utah State: Utah
 Parcel Number: 14:057:0097



CC#: 11421 WO#: 6961306
 Landowner Name: Pen & Ink LLC
 Drawn by: Jim Evans

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: Not to Scale