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REV05042015

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

Project Name: Finlayson Logistics Assets, LLC  
Cost Center#:11441  
WO#: 006985704  
RW#:

13724897  
07/22/2021 12:47 PM \$40.00  
Book - 11210 Pg - 5498-5502  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: MGA, DEPUTY - WI 5 P.

**AMENDED AND RESTATED UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **Finlayson Logistics Assets LLC**, a Delaware limited liability company, (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), a non-exclusive easement for a right of way 10.0 feet +/- in width and 201 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 & B**” attached hereto and by this reference made a part hereof::

Legal Description: See Exhibit B

Assessor Parcel No. 07-35-427-001

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 unreasonably impede Grantee’s activities.

Grantee agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property. Grantee agrees to return the easement area to as near as practicable a condition which existed prior to the installation of any of its improvements in the easement area, including but not limited to the replacement of any sod, landscaping, paving or other improvements that existed within the easement area prior to such installation.

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 easement. Subject to the foregoing limitations, Grantor reserves the right to make use of the easement area in a manner which is not inconsistent with the easement herein granted, or which does not interfere with the use of the easement area by Grantee for the purposes of the easement, including, without limitation, the right to (i) include or install other utility lines and facilities within the easement area, and/or (ii) install landscaping, signage, paved driveways, sidewalks, fences, walls, irrigation facilities, parking areas and related facilities in the easement area.

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.

This Amended and Restated Underground Right of Way Easement amends and restates that certain Underground Right of Way Easement dated as of April 21, 2021, and recorded in Book 11164, Page 3490-3494 on April 27, 2021 in the Salt Lake County Recorder's Office.

Dated this 14<sup>th</sup> day of July, 2021.

**GRANTOR:**

Finlayson Logistics Assots LLC

By:  \_\_\_\_\_  
*Richard Prokup, Director*

**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Illinois )  
County of Cook ) ss.

On this 14 day of July, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Richard Prokup (name), known or identified to me to be the Director (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 Finlayson Logistics Assets 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.

Cindy Borders

(notary signature)



NOTARY PUBLIC FOR Illinois (state)  
Residing at: Chicago, IL (city, state)  
My Commission Expires: 5/29/2024 (d/m/y)

## Right-of-Way Easement Description

A perpetual right of way easement being a strip of land 10.00 - feet in width being a part of Lot 11, Bonneville Center Plat D recorded January 25, 2007 as Entry No. 9983251 in Book 2007 of Plats, at Page 36 in the Office of the Salt Lake County Recorder, located in the Southeast Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian. Said 10.00-foot wide strip of land lies 5.00 - feet on each side of the following described centerline:

**Beginning** at an existing power vault, which is 408.92 feet South and 82.28 feet West from the northeasterly corner of said Lot 11; thence N. 48°29'43" E. 13.67 feet; thence N. 24°37'17" W. 187.25 feet to a power vault at an existing building and the **Point of Terminus**.

The sidelines of said 10.00 wide strip of land shall be lengthened or shortened to begin at right angles and terminate at the existing building.

The above-described perpetual right of way easement contains 2,009 square feet in area or 0.0.046 acre, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** N. 00°03'46" E. per said Bonneville Center Plat D along the Section line between the South Quarter and North Quarter of said Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian

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CC#: 11441 WO#: 006985704

Landowner Name: Finlayson Logistics  
Assets, LLC

Drawn By: GGC

**EXHIBIT A**

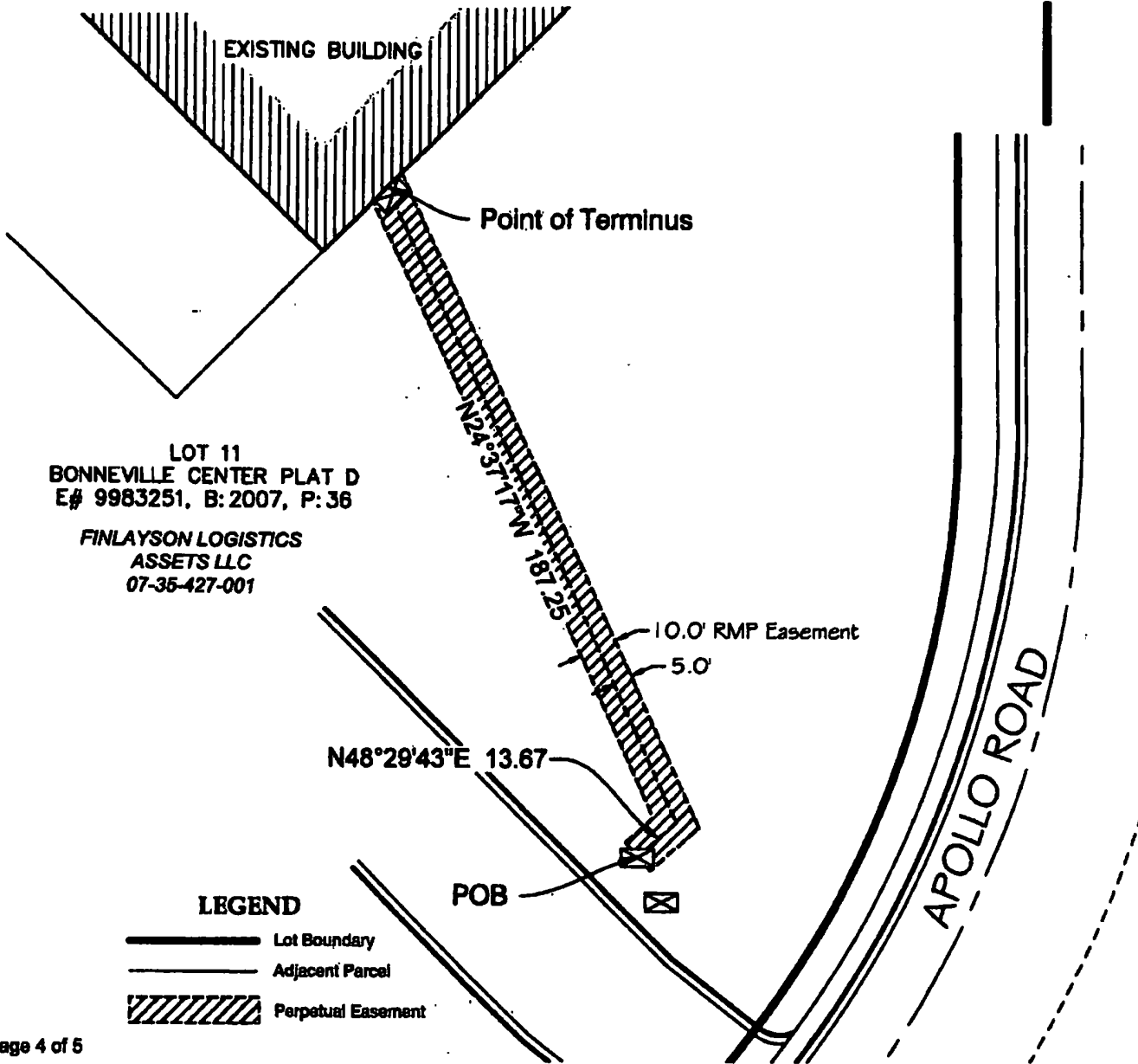
This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

~~BK 1110 PG 5403~~

SCALE: 1"=60 feet

# Property Description

Southeast Quarter, Section 35, Township 1 North, Range 2 West,  
 Salt Lake Base and Meridian  
 Salt Lake County, State of Utah  
 Parcel Number: 07-35-427-001



LOT 11  
 BONNEVILLE CENTER PLAT D  
 E# 9983251, B: 2007, P: 36  
 FINLAYSON LOGISTICS  
 ASSETS LLC  
 07-35-427-001

### LEGEND

- Lot Boundary
- Adjacent Parcel
- Perpetual Easement

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CC#: 11441 WO#: 006985704

Landowner Name: Finlayson Logistics  
 Assets, LLC

Drawn By: GGC

## EXHIBIT B

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.

~~BK-11464 PG 3483~~

SCALE: 1"=40 feet