

13776052  
09/17/2021 11:21 AM \$40.00  
Book - 11240 Pg - 4855-4859  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
1407 W NORTH TEMPLE STE 110  
SALT LAKE CITY UT 84116  
BY: STA, DEPUTY - WI 5 P.

Return to:  
Rocky Mountain Power  
Lisa Louderl *Brian Bridge*  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name:  
WO#: *0883498*  
RW#: *2021LBB045*

### RIGHT OF WAY EASEMENT

For value received, 4 Independence, LLC, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 50 feet in width and 231.50 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, 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 "A" attached hereto and by this reference made a part hereof:

Legal Description: *See Attached*

Assessor Parcel No. *33-14-303-007-0000; 33-14-303-009-0000*

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 therefore) the future right to keep the right of way and adjacent lands 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), 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 13<sup>th</sup> day of September, 2021.

4 Independence, LLC

**GRANTOR**

**GRANTOR**

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

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

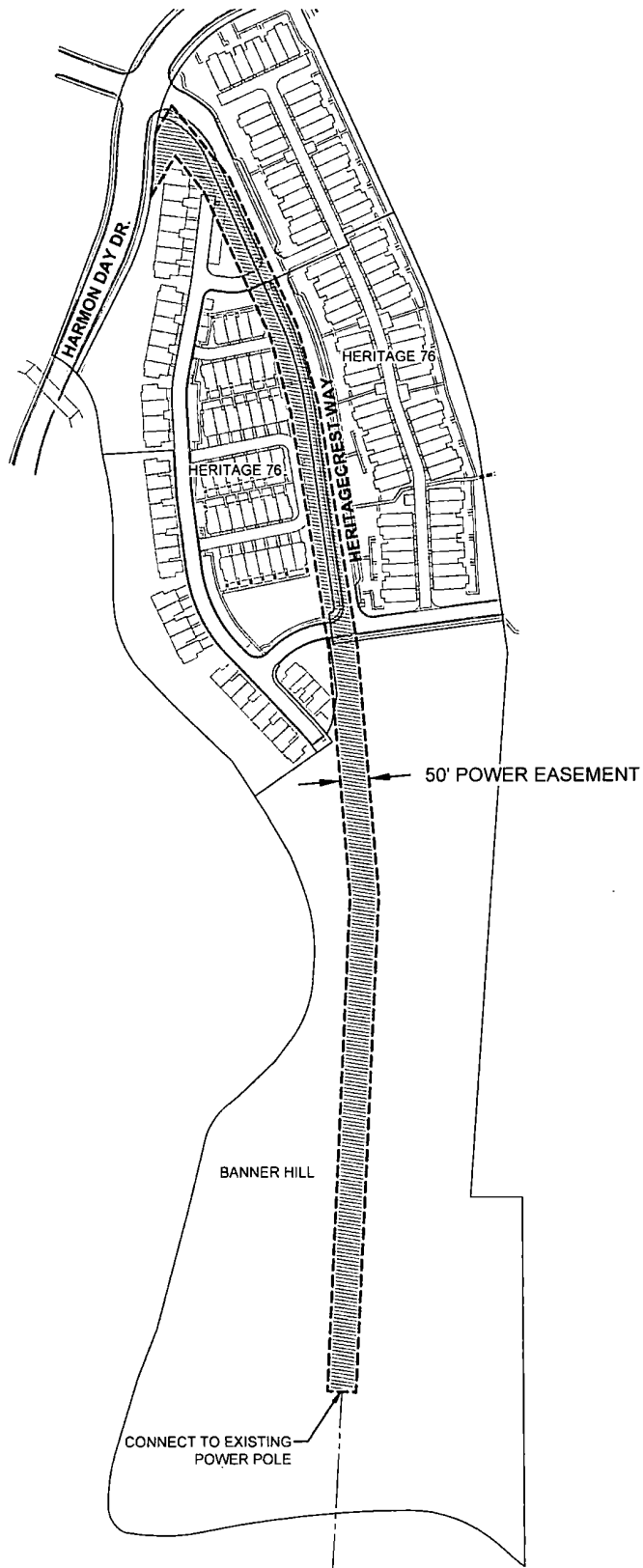
On this 13<sup>th</sup> day of September, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Nathan Shipp (name), known or identified to me to be the Manager (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) 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 4 Independence, 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.

Gina Francom  
(Notary Signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Draper Utah (city, state)  
My Commission Expires: 23-02-2025 (d/m/y)



**POWER EASEMENT EXHIBIT**

## **SOUTHWEST 50' POWER CORRIDOR EASEMENT**

A portion of the Southwest Quarter of Section 14 and the Southeast Quarter of Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian, located in Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the southerly line of Harmon Day Drive, said point being located S89°32'53"W along the section line 808.68 feet and South 3387.90 feet from the North Quarter Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian (basis of bearing: S89°46'54"W between the Northeast Corner and the North Quarter Corner of Section 14, T4S, R1W, SLB&M); thence along said southerly line the following three (3) courses: along the arc of a non-tangent curve to the left 39.61 feet with a radius of 450.00 feet through a central angle of 05°02'35", chord: S84°21'15"E 39.60 feet; thence S86°52'33"E 51.41 feet; thence along the arc of a curve to the right 20.26 feet with a radius of 260.00 feet through a central angle of 04°27'53", chord: S84°38'36"E 20.25 feet; thence S58°51'36"E 55.44 feet; thence S51°23'18"W 159.19 feet; thence S65°24'47"W 281.24 feet; thence S74°53'06"W 146.33 feet; thence S80°57'35"W 421.33 feet; thence S85°11'36"W 438.14 feet; thence N87°14'32"W 857.04 feet; thence N02°45'28"E 50.00 feet; thence S87°14'32"E 853.73 feet; thence N85°11'36"E 432.99 feet; thence N80°57'35"E 416.83 feet; thence N74°53'06"E 139.54 feet; thence N65°24'47"E 270.94 feet; thence N51°23'18"E 81.30 feet; thence N58°51'36"W 83.07 feet to the point of beginning.

Contains: ±2.66 acres