


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

13922809 B: 11323 P: 3612 Total Pages: 6  
03/30/2022 03:59 PM By: salvarado Fees: \$40.00  
EASEMENT - EASEMENT OR GRANT OF EASEMENT  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SALT LAKE CITY, UT 84116



Project Name: aQui355  
WO# 6973503  
RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **ALPHA-AQUI355, LLC**, (a Utah limited liability company, (“**Grantor**”), hereby grants **Rocky Mountain Power**, an unincorporated division of PacifiCorp its successors and assigns (“**Grantee**”), an easement for a right of way 10.0 feet +/- in width and 57.75 feet +/- in length, more or less, through, and across a portion of Grantor’s real property located in Salt Lake County, State of Utah, more particularly described and depicted on Exhibits A and B attached hereto and incorporated herein, commonly known as assessor parcel nos. 16-06-402-007 (“**Easement Property**”), 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 Easement Property (collectively, the “**Power Facilities**”).

TOGETHER WITH: the reasonable right of access to the Easement Property across the lands of Grantor (“**Grantor’s Property**”) provided that Grantee shall use any existing roads or paved surfaces on Grantor’s Property to the extent possible and shall use good faith efforts to minimize any disturbance or damage to the Grantor’s Property to the fullest extent possible; and the present and future right, at Grantee’s sole cost and expense, to trim and remove (to the extent necessary) any brush, trees, timber, and other hazards that violate the National Electric Safety Code or any other promulgated and applicable safety or fire codes and that might endanger the conductors and Power Facilities.

SUBJECT TO: (1) any state of facts which an accurate ALTA/ASCM survey (with all Table A items) or physical inspection of the easement area might show.

TO HAVE AND TO HOLD the same unto the said Grantee so long as the Power Facilities shall be maintained and operated on the Easement Property.

GRANTEE’S RIGHT to use the Easement Property shall be subject to the following conditions, which upon the recordation of this instrument or use of the easement granted herein shall be deemed to have been agreed and accepted by Grantee:

1. Grantee shall properly design, install, construct, maintain, and repair the Power Facilities located on the Easement Property pursuant to the National Electrical Safety Code.

2. Grantee shall provide Grantor with plans and specifications showing the proposed location of any other improvements or facilities a reasonable time in advance. The plans submitted to Grantor will incorporate, to the extent known at the time the plans and specifications are submitted to Grantor, the placement of any roads, landscaping, fences, signs, and other improvements within the Easement Property.

3. Grantee shall repair any portion of the Easement Property or Grantor's adjacent property damaged in the prosecution of any work by Grantee or Grantee's Parties and shall otherwise restore the surface condition to the same condition or as near as is reasonably practicable to the same condition that it was in prior to such work by Grantee or Grantee's Parties.

4. Grantee's work on the Easement Property will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's adjacent property.

5. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party. This document shall be governed by the laws of the State of Utah without regard to conflicts of law provisions. Venue and jurisdiction for any legal proceedings shall be in Salt Lake County, Utah. 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.

Each party specifically and expressly agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees and agents (hereinafter collectively "**Indemnitees**") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from or arising out of the acts, errors or omissions of the indemnifying party, its employees, agents, representatives or Subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of that party's obligations under this agreement or in any way related to this agreement.

GRANTOR EXPRESSLY RESERVES the right to relocate the Easement Property and the Power Facilities with Grantee's consent, which consent shall not be unreasonable withheld, conditioned, or delayed. If Grantor elects to relocate the Easement Property and the Power Facilities, Grantor shall notify Grantee and the parties agree to execute an amended and restated easement containing the same terms as set forth herein that will supplement this easement. If Grantor elects to relocate the Power Facilities, Grantor will pay the costs associated with the relocation of the Power Facilities. Grantor hereby reserves the right to use the Easement Property for any use not inconsistent with Grantee's permitted use of the Easement Property so long as such use does not hinder, conflict, or interfere with Grantee's use of the Easement Property; provided however, Grantee shall be reasonable and avoid objecting to minor annoyances or inconveniences. Subject to the forgoing, Grantor reserves the right: (1) for pedestrian and vehicular ingress to and

gress from the Grantor's Property through the Easement Property; (2) for the placement and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes and related appurtenances, fences, and asphalt roadways and driveways; (3) to grant other non-exclusive easements, licenses and rights within or on the Easement Property to other parties; provided, however, Grantor agrees, at a minimum, not to construct any permanent building or structures within the Easement Property or to place any trees or light standards at a distance from the conductors that would violate the National Electric Safety Code or any other promulgated and applicable safety or fire codes.

THE EASEMENT GRANTED HERÉIN shall be for the use and benefit of the Grantee and Grantee's Parties and shall not be assigned in part nor any rights arising hereunder granted to any other party. This instrument shall be binding upon and inure to the benefit of the parties and their successors and assigns.

IN TESTIMONY WHEREOF, Grantor and Grantee have caused this Underground Right of Way Easement to be executed as of the 10<sup>th</sup> day of March, 2022.

*[Signatures, Acknowledgments and Exhibits Follow]*

**Grantor:**

ALPHA-AQUI355, LLC,  
a Utah limited liability company

BY: WADSWORTH ALPHA-AQUI355, LLC, ITS: MANAGER  
BY: WADSWORTH & SONS III, LLC, ITS: MANAGER.

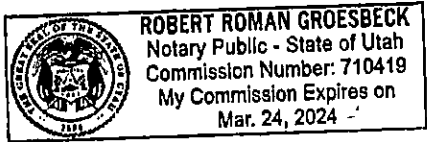
By: \_\_\_\_\_

Name: KIP L. WADSWORTH

Its: CEO

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

On this 18<sup>th</sup> day of MARCH, 2022, before me, the undersigned Notary Public in and for said State, personally appeared KIP L. WADSWORTH (name), known or identified to me to be the MANAGER (INDIVIDUAL) of ALPHA-AQUI355, LLC, a Utah limited liability company, that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.



[Signature]  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

(Legal Description of the Easement Property)

**Right-of-Way Easement Description**

A perpetual right of way easement being a part of that entire tracts of land described in that Special Warranty Deed recorded January 15, 2021 as Entry No. 13534448 in Book 11099, at Page 6024 in the Office of the Salt Lake County Recorder. Said easement is located in Lot 4, Block 37, Plat 'B', Salt Lake City Survey in the Southeast Quarter of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:


Beginning at a point on the easterly line of said Lot 4, Block 37, Plat 'B', Salt Lake City Survey which is 173.27 feet N. 00°13'03" E. from the southeasterly corner of said Lot 4, said point is also being 238.88 feet N. 00°13'03" E along the monument line of 400 East Street and 232.55 feet East from the Street Monument at the intersection of 400 South and 400 East Streets; thence N. 89°47'00" W. 10.00; thence N. 00°13'03" E. 57.75 feet to the northerly line of said entire tract; thence S. 89°47'00" E. 10.00 feet along the northerly boundary line of said entire tract to the northeast corner of said entire tract; thence S. 00°13'03" W. 57.75 feet along the easterly line of said entire tract to the Point of Beginning.

The above-described perpetual right of way easement contains 578 square feet in area more or less.

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

**BASIS OF BEARING:** N. 00°13'07" E. along the monument line of 400 East Street between the street monuments at the intersection of 400 South and 300 South.

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CC#:	WO#:	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
Landowner Name: ALPHA AQUIC355 LLC		
Drawn By: GC		
<b>EXHIBIT A</b>		 <b>ROCKY MOUNTAIN POWER</b>
		SCALE: 1"=20 feet

**EXHIBIT B**

(Depiction of the Easement Property)

