

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

13970819 B: 11348 P: 8342 Total Pages: 3  
06/15/2022 04:58 PM By: bmeans Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Project Name: Bigger D Easement  
WO#:  
RW#: 2020BAY016

### **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, Bigger D Investments L.L.C. ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a non-exclusive easement for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults (collectively, "Facilities") 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 attached hereto and by this reference made a part hereof:

**Legal Description:** A part of Lot 2, Block 66, Plat A, Salt Lake City Survey:

Beginning at the Northeast Corner of Grantor's Property located 165.08 feet South 89°59'19" West along the North Line of 200 South Street; and 200.05 feet North 0°02'36" West along the East Line of said Grantor's Property from the Southeast Corner of said Block 66; and running thence South 0°02'36" East 5.00 feet along the East Line of Grantor's Property; thence South 89°59'13" West 29.91 feet; thence South 0°00'47" East 24.79 feet; thence South 89°59'13" West 5.00 feet; thence North 0°00'47" West 24.79 feet; thence South 89°59'13" West 13.66 feet to the West Line of Grantors Property; thence North 0°14'26" East 5.00 feet along said West line to the Northwest Corner of Grantor's Property; thence North 89°59'13" East 48.55 feet along the North Line of Grantor's Property to the point of beginning. **Easement contains 367 sq. ft.**

**Assessor Parcel No. 15-01-129-035**

Grantor shall ensure all Facilities installed within the easement shall not be installed less than two (2) feet below the finished grade without the consent of Grantee, which shall not be unreasonably withheld conditioned or delayed. Grantee acknowledges that other surface or underground easements may be granted within the easement area subject to this agreement. Grantee's installation shall not disturb any pre-existing utilities within the easement. Grantee hereby agrees to pay for repair of damages to such pre-existing utilities caused by Grantee.

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Together with the reasonable right of access to the right of way from adjacent lands of Grantor for all necessary 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 buildings, trees, or deep rooted plantings which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than landscaping), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, Grantor shall have the right to use the land within said easement for any purpose consistent with the rights herein conveyed to Grantee, including the right to construct across said easement landscaping, driveways, sidewalks, parking areas and utilities, other than those to be constructed by Grantee, within the above 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.

Grantee, by accepting delivery of this grant of easement, hereby agrees to pay all damages caused by its employees, agents, licensees and construction equipment and also agrees to restore the surface of the land after the initial construction and any reconstruction, maintenance, repair, replacement or removal of said facilities, as near as practicable, to the condition found prior to each such operation.

[Signatures on the Following Pages]

WITNESS the hand of said Grantors, this 15 day of JUN, 2022

**GRANTOR:**

Bigger D Investments L.L.C.

Signature: [Handwritten Signature]

Name: DAVID UTRILLA

Title: OWNER

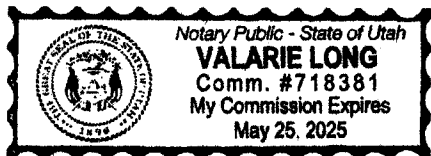
**Acknowledgment by a Corporation, LLC, or Partnership:**

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

On this 15 day of June, 2022, before me, the undersigned Notary Public in and for said State, personally appeared David Utrilla (name), known or identified to me to be the Owner (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 Bigger D Investments, 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.

Valarie Long (Notary Signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, UT (city, state)