

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/ISAAC PANTKE

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

14025350 B: 11377 P: 3038 Total Pages: 4

10/05/2022 09:50 AM By: dsalazar Fees: \$40.00

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: DEV-LPK16 -3LOT RES WEST VALLEY FLATS

WO#: 8163748

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **5340 PTAG, LLC** (“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 325 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) attached hereto and by this reference made a part hereof:

Legal Description:

Boundary Description

All of the '5340 Parcel' described in Boundary Line Agreement recorded May 5, 2020 as Entry No. 13261936 in Book 10938 at Page 7620 in the Office of the Salt Lake County Recorder, located in the Southwest Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Commencing at a point on the North line of 3500 South Street as it exists at 33.00 foot half-width, said point being 33.00 feet (2 Rods record) North 0°14'14" East (North record) and 825.00 feet North 89°45'46" West (West record) from a Brass Cap Monument found marking the South Quarter Corner of said Section 25; and running thence North 89°45'46" West 188.56 feet along said North line to a point described in said Boundary Line Agreement; thence North 0°14'14" East 257.00 feet along said Agreement line to the South line of Willow Cove Estates Subdivision recorded as Entry No. 7897741 in Book 2001P at Page 115, Official Records of Salt Lake County; thence South 89°45'46" East 188.56 feet along said South line to the Northwestern Corner of Lot 7, Madisyn Cove Subdivision recorded as Entry No. 10292737 in Book 2007P at Page 466, Official Records of Salt Lake County; thence South 0°14'14" West 257.00 feet along the West line of said Madisyn Cove Subdivision to the point of beginning.

*Contains 48,460 sq. ft.
or 1.112 acres
4 Lots*



Assessor Parcel No. 14253830260000

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 23 day of September, 2022

[Signature]
5340 PTAG, LLC GRANTOR

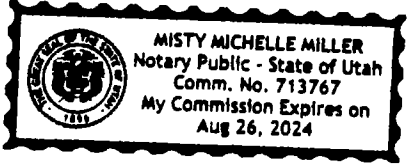
Acknowledgment by a Corporation, LLC, or Partnership:

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

On this 23 day of September, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Aaron Haaga (name), known or identified to me to be the President (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 5340 PTAG, 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.

[Signature] (notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake, Utah (city, state)
My Commission Expires: 26 Aug 2024 (d/m/y)

Property Description

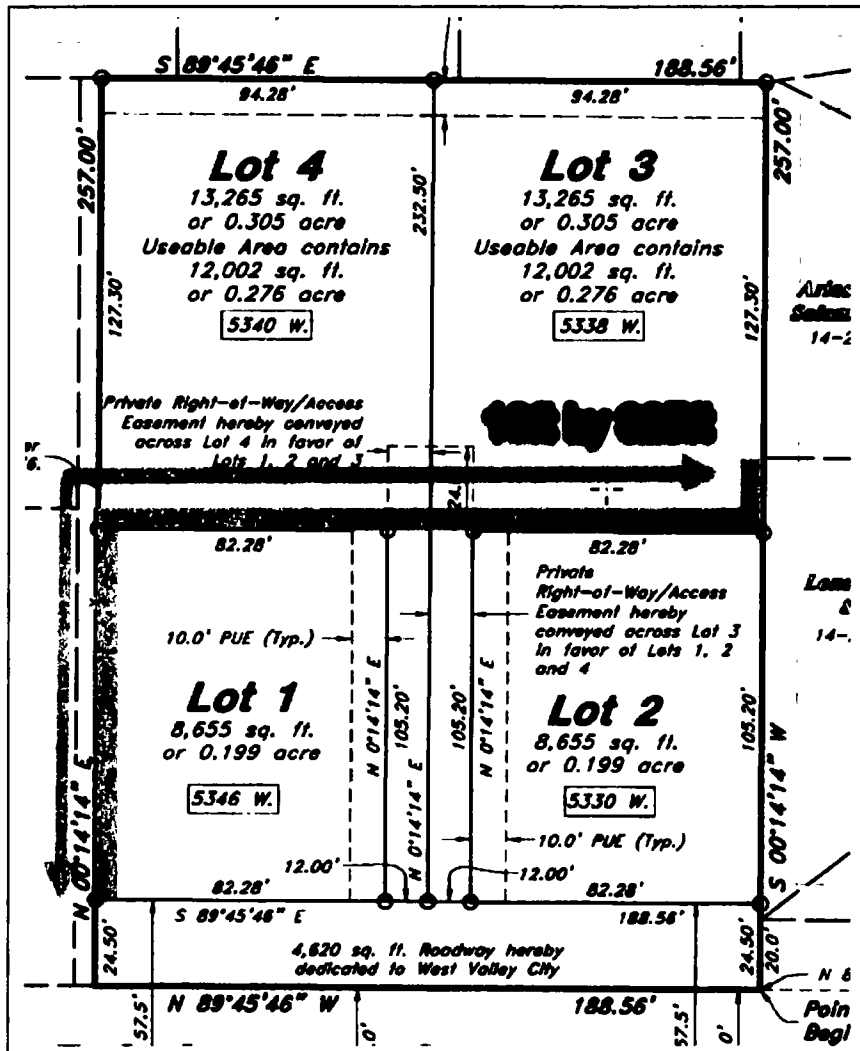
Quarter: Southeast Quarter of Southwest Quarter of Section: 25

Township: 01 (S), Range 002.0 (W),

SALT LAKE CITY BASE Meridian

County: SALT LAKE State: UTAH

Parcel Number: 14253830260000



CC#: 11441 WO#: 8263748

Landowner Name: 5340 PTAG, LLC

Drawn by: Isaac Pantke -RMP

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: N/A