

REV05042015

Return to:

Rocky Mountain Power  
Lisa Louder/ Jemar Wood  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

14069710 B: 11399 P: 6294 Total Pages: 4  
02/07/2023 08:11 AM By: adavis 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: Lake Commerce Phase III

WO#: 8216819

RW#:

### **RIGHT OF WAY EASEMENT**

For value received, LAKE PARK PHASE III 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 750 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: Lot 2, Lake Park Commerce Center 10735-3720

Assessor Parcel No.

14-24-426-001-0000

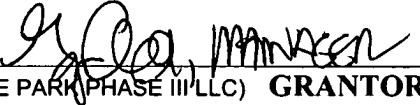
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands 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 31<sup>st</sup> day of January, 2023.

  
(LAKE PARK PHASE III LLC) GRANTOR

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

STATE OF Utah)  
County of Weber) ss.

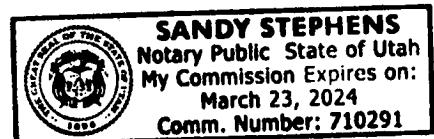
On this 3 day of January, 2023, before me, the undersigned Notary Public in and for said State, personally appeared George Arnold (name), known or identified to me to be the President (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Lake Park Commerce Center (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.

Sandy Stephens

(Notary Signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Ogden, UT (city, state)  
My Commission Expires: 3-23-2024 (d/m/y)



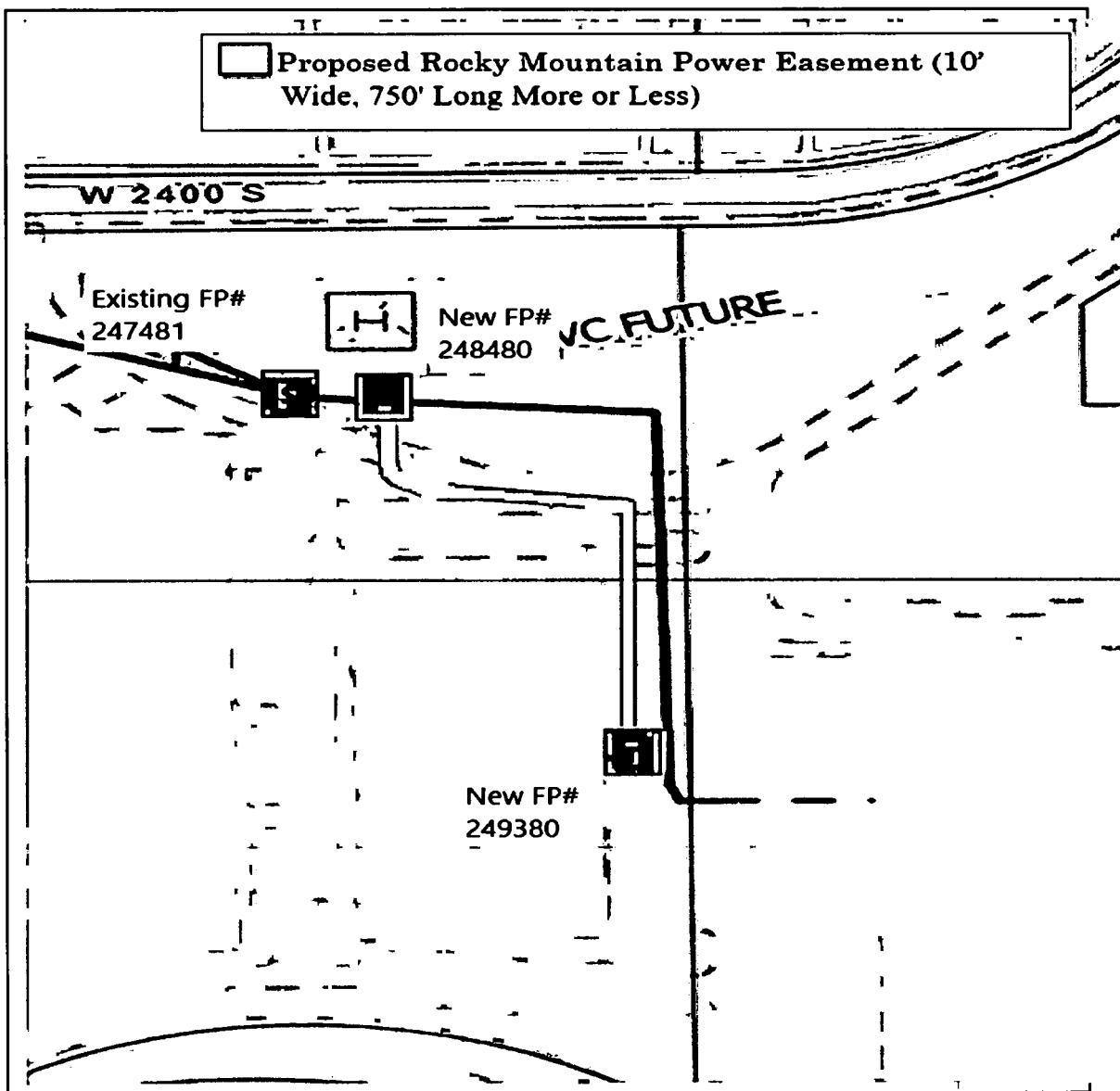
## Property Description

E 1/2 Quarter: SE Section: 24 Township: 1S, Range 2W, Salt Lake Base and Meridian

County: Salt Lake State: UT

Parcel Number: 14-24-426-001-0000

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N



CC#: 11441 WO#: 8216918

Landowner Name: LAKE PARK PHASE III LLC

Drawn by: Brandon Merritt

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: NTS