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09/26/2023 01:01 PM By: BGORDON 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

REV05042015

Return to:

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

Project Name: WVC TB  
WO#: 7009047  
RW#: 1 of 3

### RIGHT OF WAY EASEMENT

For value received, BWF Stay SV Property Owner 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 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: BEGINNING AT A POINT ON A EASTERLY LOT LINE OF LOT 2, OF SAGE VALLEY SUBDIVISION ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2020P AT PAGE 100, SAID POINT BEING NORTH 89°53'39" WEST 787.50 FEET AND NORTH 110.62 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 33.61 FEET; THENCE ALONG THE WESTERLY LOT LINE OF SAID LOT 2 THE FOLLOWING TWO (2) COURSES: 1) NORTHWESTERLY 5.97 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CHORD BEARS NORTH 27°55'31" WEST 5.97 FEET; 2) NORTH 29°38'11" WEST 5.43 FEET; THENCE EAST 35.04 FEET TO A POINT ON SAID EASTERLY LOT LINE; THENCE SOUTHEASTERLY 10.79 FEET ALONG THE ARC OF A 131.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, CHORD BEARS SOUTH 22°03'59" EAST 10.79 FEET ALONG SAID EASTERLY LOT LINE TO THE POINT OF BEGINNING.

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.

Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

(a) The easement herein granted are subject to all easements and encumbrances of record and are non-exclusive provided later granted easements shall be subject to Grantee's rights and uses.

(b) All lines, equipment and their related components and supports placed within the described easement area by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.

(c) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area except where Grantee has placed Grantee's Property, provided, however, Grantor will not erect any building or major structure within the described easement area.

(d) Grantee shall at all times safely operate and maintain Grantee's Property within the described easement area and shall promptly repair and restore to its prior condition any paving, parking lot striping or other improvements, except planters, light standards, buildings and other major structures, existing within the described easement area which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.

(e) Grantee shall not in the exercise of the within easement unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area, or unreasonably interfere with any business of Grantor. Nothing in this Paragraph (e), however, shall allow Grantor or Grantor's agents or contractors to construct a building or

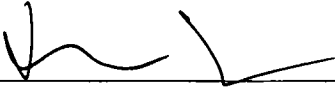
other major structure within the described easement area as provided in Paragraph (c) herein, or to unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder.

(f) After recording this instrument, Grantee shall provide Grantor with a copy of the recorded instrument.

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 18<sup>th</sup> day of September, 2023.

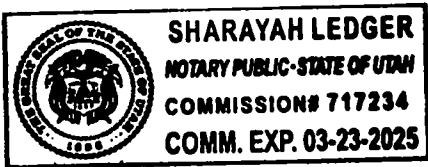
  
\_\_\_\_\_  
*(Insert Grantor Name Here)* GRANTOR  
*Jonathan Slagel*  
\_\_\_\_\_  
*(Insert Grantor Name Here)* GRANTOR

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

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

On this 10<sup>th</sup> day of September, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Jonathan Slager (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 **BWF Stay SV Property Owner 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.



[Handwritten Signature]  
(Notary Signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City (city, state)  
My Commission Expires: 3.23.25 (d/m/y)

Exhibit A

