


REV05042015

Return to:

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

14190818 B: 11464 P: 6821 Total Pages: 4  
01/02/2024 04:34 PM By: zjorgensen 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 1  


Project Name: CAP13 ACH MARKETING 14 UNITS  
WO#: 7127051  
RW#:

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **365 W, 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 280 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) **Exhibit A** attached hereto and by this reference made a part hereof:

Legal Description:

BEG 10 RDS E FR NW CR LOT 5, BLK 151, PLAT A, SLC SUR; E 3 RDS; S 10 RDS; W 3 RDS; N 10 RDS TO BEG 4764-0946 5960-0881 6019-2309 6019-2310 6053-2383 6065-2763 6356-1041 7113-27 7113-0032

BEG 6 RDS E FR NW COR LOT 5, BLK 151, PLAT A, SLC SUR; E 4 RDS; S 10 RDS; W 4 RDS; N 10 RDS TO BEG 4891-0528 5415-0163 5472-0916 8151-1454 8875-3008,3010 9154-5009 9155-7680 9213-8395 09895-0001

Assessor Parcel No.                    08253770040000 & 08253770030000

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 12 day of December, 2023.

  
\_\_\_\_\_  
Adam Hall GRANTOR

\_\_\_\_\_  
GRANTOR

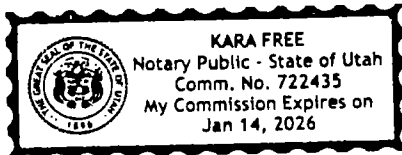
**Acknowledgment by a Corporation, LLC, or Partnership:**

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

On this 12 day of December, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Adam Hall (name), known or identified to me to be the member (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 365 W 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.

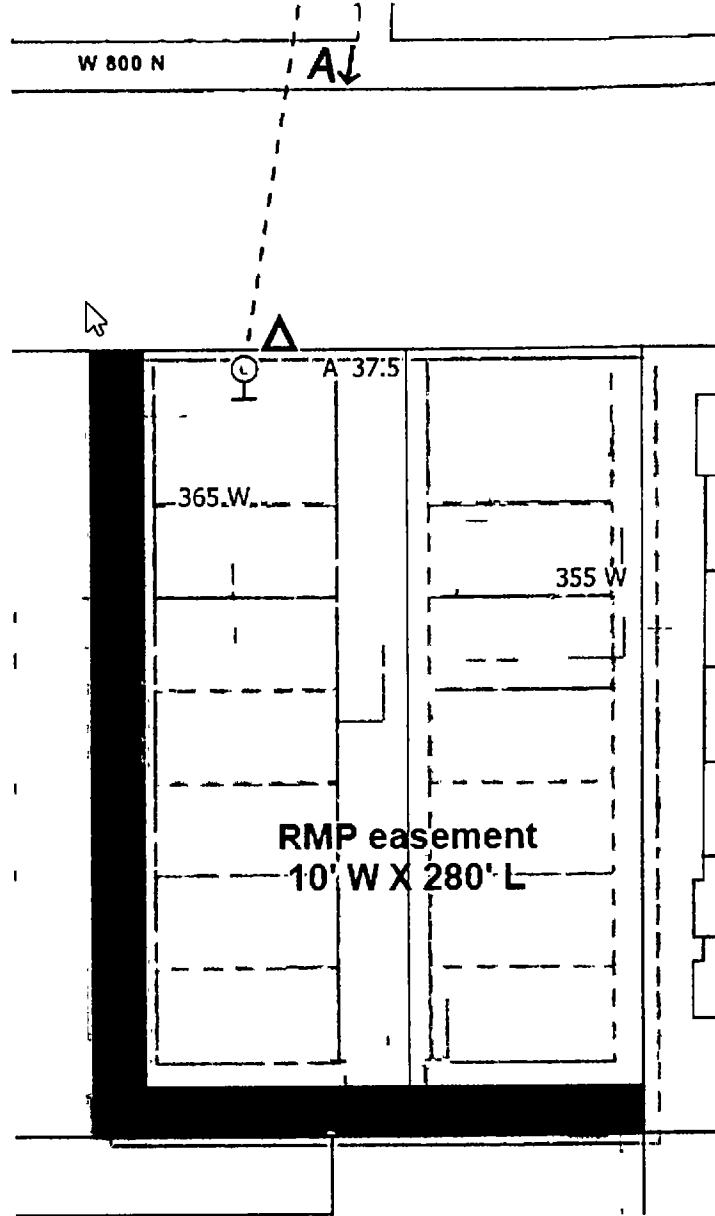
Kara Free  
\_\_\_\_\_  
(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Lehi, UT (city, state)  
My Commission Expires: 01/14/2026 (d/m/y)

# Property Description

Section: 25 Township 1N (N or S), Range 1W (E or W),  
11 Meridian  
County: Salt Lake State: UT  
Parcel Number: 08253770030000 & 08253770040000



CC#: 11441 WO#: 7127051

Landowner Name: 365 West, LLC

Drawn by: James McKendrick

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: