

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Isaac Pantke/ Brian Bridge

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

14228229 B: 11484 P: 7278 Total Pages: 5  
04/15/2024 02:47 PM By: vanguyen 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



Project Name: HOG17: FURNITURE ROW 1200A

WO#: 8314882

RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **FR EXTEX, 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 120 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) A attached hereto and by this reference made a part hereof:

#### Legal Description:

A 10.00 FOOT WIDE STRIP OF LAND SITUATE IN LOT 2, COPPER RIM COMMERCIAL, PHASE 1 SUBDIVISION, PER ENTRY NO. 14103868, BOOK 2023P, PAGE 106, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ALSO BEING WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON AN EXISTING 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN LOT 2, COPPER RIM COMMERCIAL, PHASE 1 SUBDIVISION. SAID POINT BEING NORTH 89°58'35" EAST 221.21 FEET ALONG THE SECTION LINE AND NORTH 0°01'25" WEST 586.66 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 48°36'35" EAST 53.12 FEET; THENCE SOUTH 41°25'35" WEST 67.03 FEET; THENCE SOUTH 48°28'08" EAST 13.31 FEET; THENCE SOUTH 41°31'52" WEST 10.00 FEET; THENCE NORTH 48°28'08" WEST 23.30 FEET; THENCE NORTH 41°25'35" EAST 67.01 FEET; THENCE NORTH 48°36'35" WEST 43.11 FEET; THENCE NORTH 41°22'36" EAST 10.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PUBLIC UTILITY EASEMENT TO THE POINT OF BEGINNING.

CONTAINS: 1,335 SQUARE FEET, OR 0.030 ACRE

Assessor Parcel No.

20-26-457-012

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

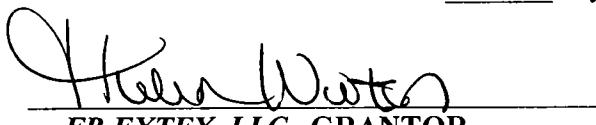
all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

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 22<sup>nd</sup> day of February, 2024.



**FR EXTEX, LLC** GRANTOR

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**FR EXTEX, LLC** GRANTOR

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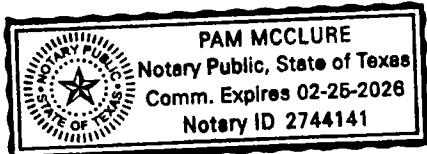
**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Texas)  
County of Dallas) ss.

On this 22<sup>nd</sup> day of February, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Helen Witten (name), known or identified to me to be the Vice 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 FR Etx, 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.

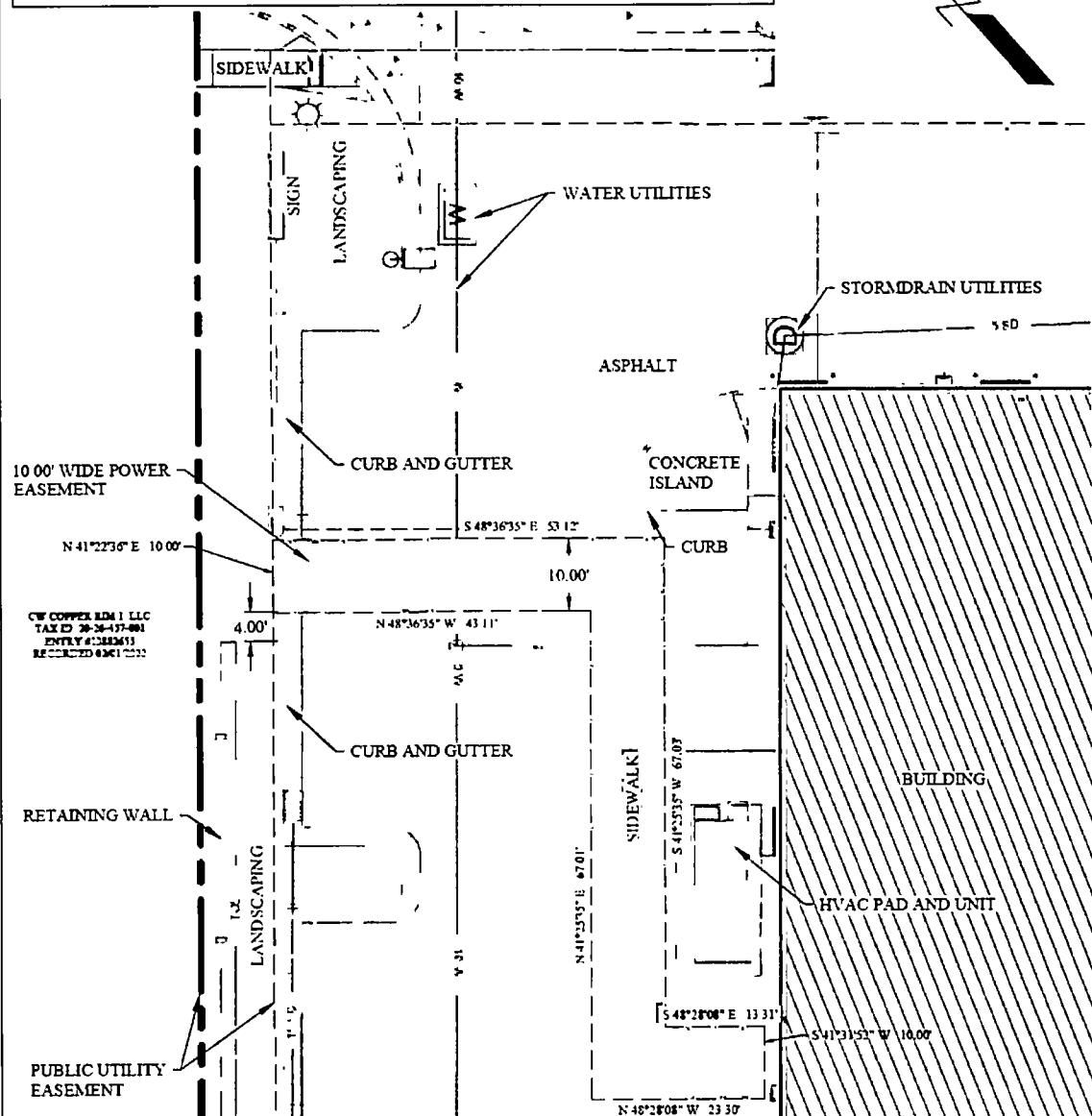
Pam McClure  
(notary signature)



NOTARY PUBLIC FOR Texas (state)  
Residing at: Dallas, Texas (city, state)  
My Commission Expires: 02/25/2026 (d/m/y)

#### PROPERTY DESCRIPTION

QUARTER: SW QUARTER: SE SECTION: 26 TOWNSHIP: 2S (N OR S),  
RANGE: 2W (E OR W), SALT LAKE MERIDIAN  
COUNTY: SALT LAKE STATE: UTAH  
PARCEL NUMBER: 20-26-457-012



CC#: WO#  
Landowner Name: FR EXTEX, LLC  
Drawn by: CM

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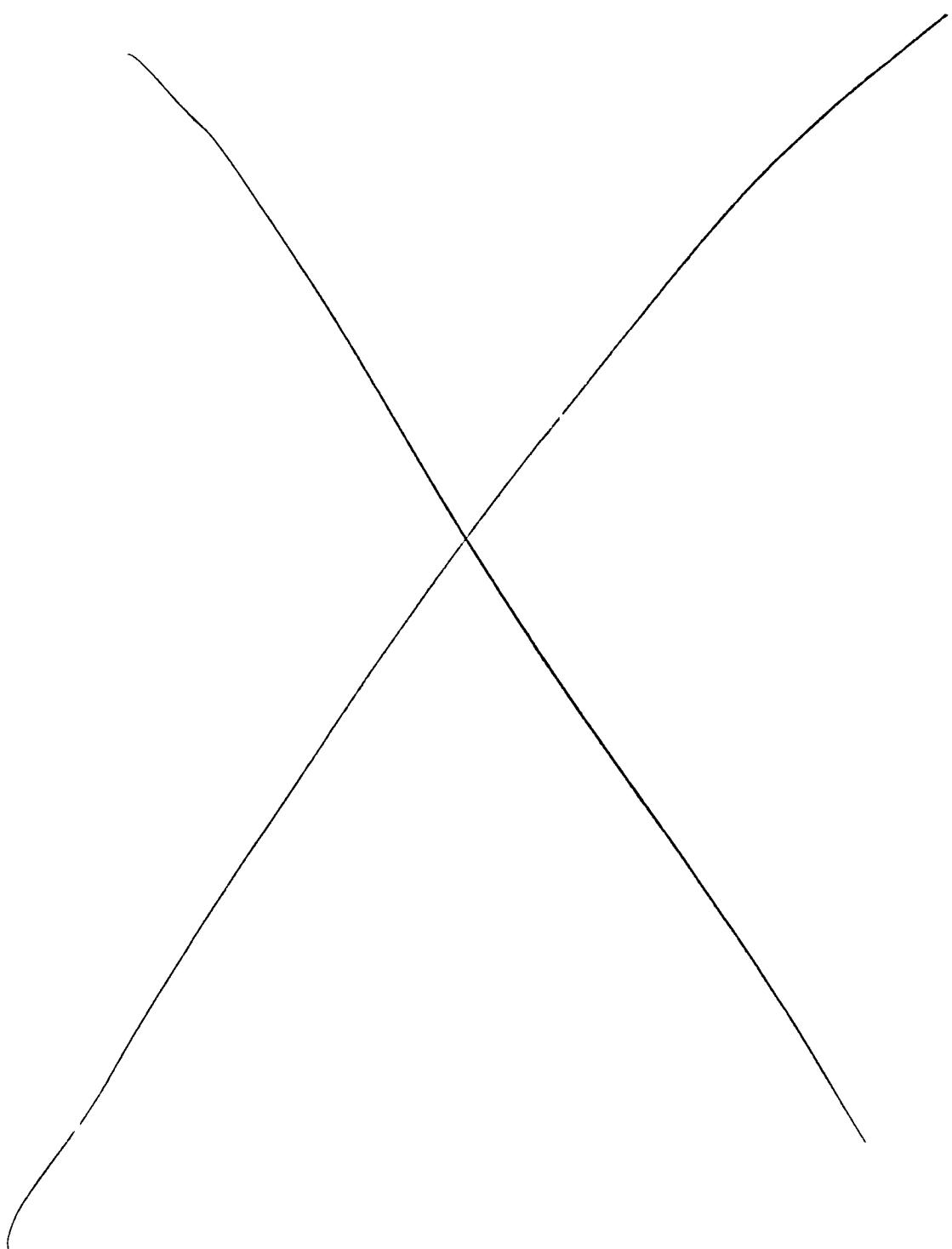
**EXHIBIT A**

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.



SCALE: 1" = 20'

## EXHIBIT A



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