

REV05042015

Return to:  
Rocky Mountain Power  
Lisa Louder/  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116



Project Name: Grandville Traffic Signals, Phase 2  
WO#: 7074083  
RW#:

### **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **VP Daybreak Investments, 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 88.30 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:

Beginning at a point on the Westerly Right-of-Way Line of Grandville Avenue, said point also being the North Corner of Parcel No. 26-13-354-001, said point also being a point on a 1274.500 foot radius non tangent curve to the left, (radius bears North 65°32'53" East, Chord: South 26°39'24" East 98.070 feet), said point lies South 89°55'04" East 2647.884 feet along the Section Line and South 4137.035 feet from the North Quarter Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Grandville Avenue and the arc of said curve 98.094 feet through a central angle of 04°24'36" to the Northerly Right-of-Way Line of South Jordan Parkway; thence along said South Jordan Parkway South 53°27'06" West 10.090 feet to a point 10.000 feet perpendicularly Westerly of said Westerly Right-of-Way Line and a point on a 1284.500 foot radius non tangent curve to the right, (radius bears North 61°04'41" East, Chord: North 27°10'03" West 78.653 feet); thence along said perpendicularly Westerly line and the arc of said curve 78.666 feet through a central angle of 03°30'32" to the West Line of said Parcel No. 26-13-354-001; thence along said Parcel No. 26-13-354-001 North 00°02'52" East 23.679 feet to the point of beginning.

Property contains 0.020 acres, 883 square feet.

Assessor Parcel No.

26-13-354-001

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 1 day of May, 2024.

By: LHMRE, LLC its: Operating manager GRANTOR

~~By: \_\_\_\_\_~~  
By: Michael Kunkel, Treasurer GRANTOR

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

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

On this 18<sup>th</sup> day of May, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Michael Kunkel (name), known or identified to me to be the Treasurer (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 LHMR, 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.

Julie Randall  
(notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Sandy, Utah 84070 (city, state)  
My Commission Expires: April 29, 2027 (d/m/y)

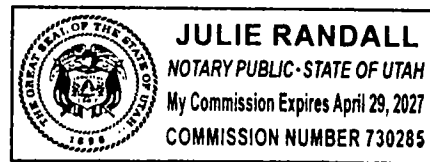
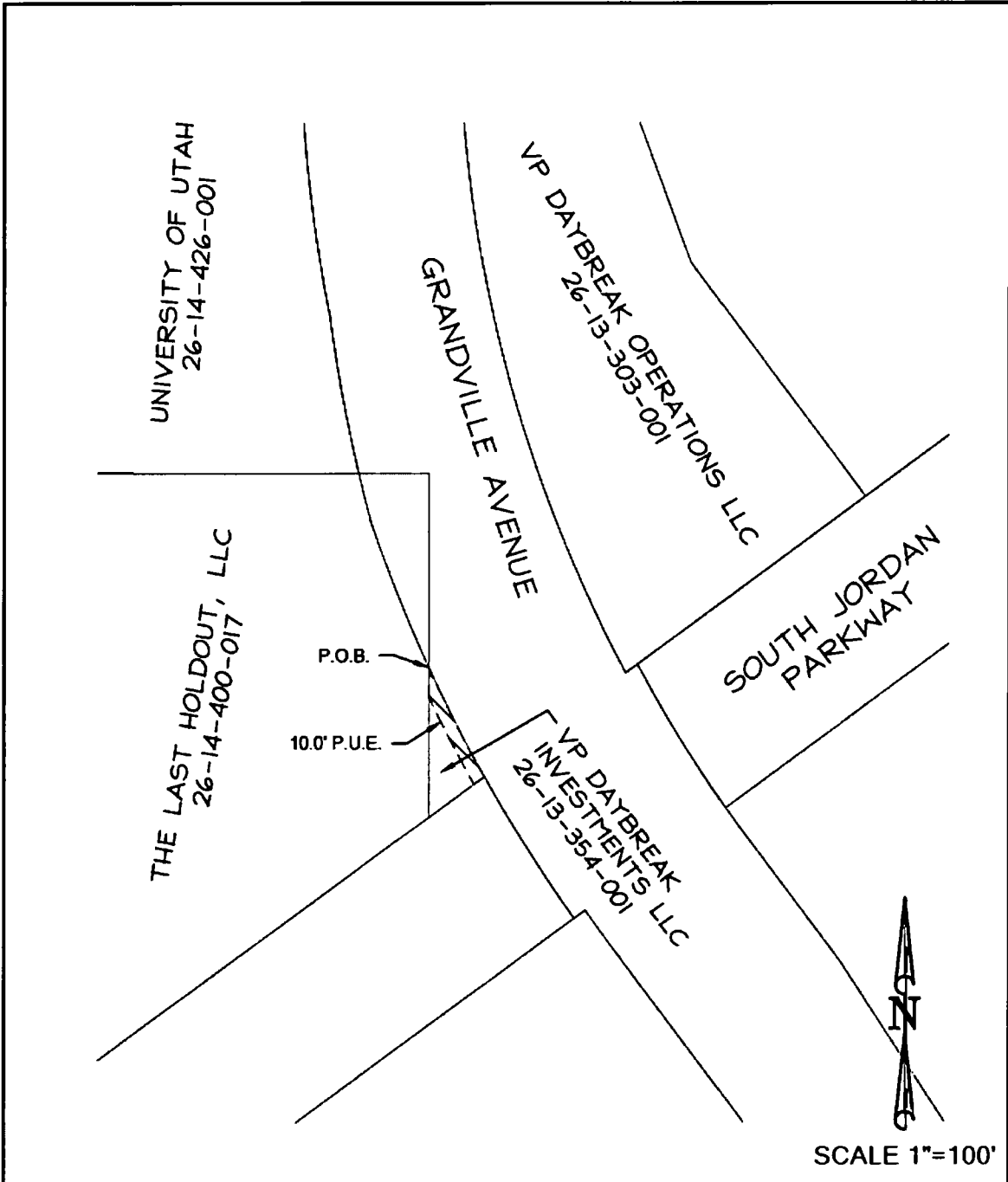



EXHIBIT A



 <p><b>PERIGEE</b> CONSULTING CIVIL • STRUCTURAL • SURVEY</p> <p><small>1999 SOUTH 800 WEST, SUITE 100 DUBLAND, UTAH 84005-1000</small></p> <p><small>1997 JOURNAL OF COMMERCE SPECIAL ADVERTISING SECTION</small></p>	<p><b>PUBLIC UTILITY EASEMENT</b> <b>VP DAYBREAK INVESTMENTS PARCEL</b></p> <p>PREPARED FOR: LHM REAL ESTATE</p>
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