

REV05042015

Return to:

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

14245948 B: 11494 P: 4093 Total Pages: 3  
 05/29/2024 03:09 PM By asteffensen 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: SEA14 ISL DEVELOPMENT 4 PLEX

WO#: 7176968

RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **ISL DEVELOPMENT I LLC, a Utah Limited Liability Company** (“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 10 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: LOTS 21 & 22 BLK 15 FOREST DALE OF BLK 43 10 AC PLAT A

Assessor Parcel No.

**16-19-279-001-0000**

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 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 29<sup>th</sup> day of May, 2024.



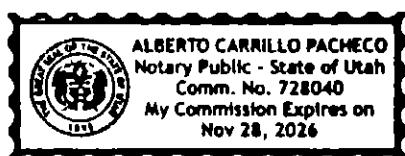
**ISL Development I LLC GRANTOR**  
**By: Bryson Weed**  
**Its Managing Principal**

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

STATE OF Utah )  
County of Salt Lake ) ss.

On this 29<sup>th</sup> day of May, 20 21, before me, the undersigned Notary Public in and for said State, personally appeared Bryson Wred (name), known or identified to me to be the Managing Principal (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 JSL Development 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.



NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake, Utah (city, state)  
My Commission Expires: November 21, 2026 (d/m/y)