

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

14266222 B: 11505 P: 7445 Total Pages: 3  
07/19/2024 08:52 AM By: zjorgensen Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

### **TEMPORARY EASEMENT**

For good and valuable consideration, Value Innovations Mahogany Ridge, LLC, ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, ("Grantee"), a temporary easement 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; 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 ("Easement Area") and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

#### **Legal Description:**

AN EASEMENT OF LAND BEING PART OF AN ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT ENTRY #13706437, IN BOOK 11200, ON PAGE 3753, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID PARCEL OF LAND IS LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA METRO TOWNSHIP, COUNTY OF SALT LAKE, STATE OF UTAH, THE BOUNDARY OF SAID PARCEL OF LAND IS

#### **DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT N00°08'25"E 1693.88 FEET AND N90°00'00"E 78.57 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°46'22"E 10.00 FEET; THENCE S00°13'38"W 243.87 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5.00 FEET, A DISTANCE OF 7.86 FEET, A CHORD DIRECTION OF S44°49'33"E, AND A CHORD DISTANCE OF 7.08 FEET; THENCE S89°52'36"E 636.67 FEET; THENCE S00°22'10"W 5.80 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 4.31 FEET, A CHORD DIRECTION OF S13°08'37"W, AND A CHORD DISTANCE OF 4.30 FEET; THENCE N89°52'39"W 635.68 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.59 FEET, A CHORD DIRECTION OF N44°49'33"W, AND A CHORD DISTANCE OF 21.23 FEET; THENCE N00°13'38"E 243.87 FEET TO THE POINT OF BEGINNING. CONTAINS 0.21 ACRES IN AREA

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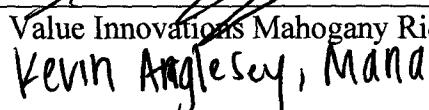
Prior to recording the subdivision plat and extinguishing this Temporary Easement, Grantee shall verify to its sole satisfaction and at the sole cost to Grantor, that the legal description of the public utility easement or easements as shown on the subdivision plat attached on Exhibit A, match the actual location of all facilities installed pursuant to this Temporary easement. In the event the actual location of the installed facilities differs from the legal description of the public utility easement(s) on the subdivision plat, Grantor shall: (1) pay all costs to relocate such facilities to areas entirely within the public utility easements as described on the subdivision plat; or (2) modify the public utility easements on the subdivision plat to reflect the actual location of all installed facilities, at sole cost to Grantor; or (3) provide an easement to Grantee at Grantor's sole cost and expense, for the specific location of the installed facilities. If Rocky Mountain Power is satisfied, in its sole discretion, that all facilities installed pursuant to this Temporary Easement are located entirely within the designated utility easements on the subdivision plat, this easement shall be extinguished, at sole cost to Grantor, upon the recording of the subdivision plat map attached hereto as Exhibit A.

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.

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 17 day of July, 2024.

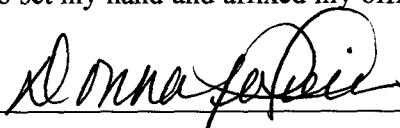
  
Value Innovations Mahogany Ridge, LLC **GRANTOR**  
**Kevin Anglesey, Manager**

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

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

On this 17 day of July, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Kevin Angkosey (name), known or identified to me to be the (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 said entity, 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 signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City UT (city, state)  
My Commission Expires: 5-30-2026 (d/m/y)

