

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Andrew McKelvie  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

14268002 B: 11506 P: 7430 Total Pages: 3

07/25/2024 08:27 AM By: aallen Fees: \$40.00

Rashelle Hobbs, Recorder, Salt Lake County, Utah

Return To: PACIFICORP- LLOUDER

1407 W NORTH TEMPLESALT LAKE CITY, UT 841163187

Project Name: SRZ19: Daybreak – Kitty Hawk 3#1000 Main

WO#: 7207730

RW#:

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

For value received, VP Daybreak Investco 11 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 1075 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:

**(Line 1)** A ten (10) foot wide public utility easement, located in the North Half of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at the intersection of the Easterly Right-of-Way Line of Kitty Hawk Road and the Southeasterly Right-of-Way Line of South Jordan Parkway, said point that lies South 89°58'44" West 542.292 feet along the Section Line and South 1322.837 feet from the North Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said South Jordan Parkway North 54°38'21" East 10.005 feet; thence South 33°33'29" East 1029.891 feet to a point on a 1043.000 foot radius tangent curve to the right, (radius bears South 56°26'31" West, Chord: South 32°25'58" East 40.969 feet); thence along the arc of said curve 40.972 feet through a central angle of 02°15'03" to the Northwesterly Right-of-Way Line of Electric Avenue; thence along said Electric Avenue South 56°26'31" West 10.008 feet to said Easterly Right-of-Way Line of Kitty Hawk Road and a point on a 1033.000 foot radius non tangent curve to the left, (radius bears South 58°42'52" West, Chord: North 32°25'18" West 40.969 feet); thence along said Kitty Hawk Road the following (2) courses: 1) along the arc of said curve 40.972 feet through a central angle of 02°16'21"; 2) North 33°33'29" West 1029.577 feet to the point of beginning.

Property contains 0.246 acres, 10707 square feet.

Assessor Parcel No.

26232030010000

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 17 day of July, 2024.

VP Daybreak Investco 11 LLC GRANTOR

By: MRE Investment Management L.L.C.

By: Mike Kunkel Its: Operating Manager

By: Miller Family Real Estate, L.L.C.

Its: Operating Manager

By: Michael Kunkel

Its: Treasurer

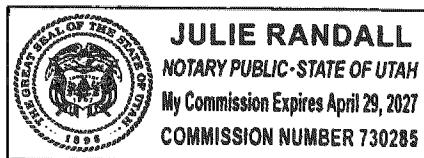
VP Daybreak Investco 11 LLC GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)  
County of Salt Lake) ss.

On this 17 day of July, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Mike Kunkel (name), known or identified to me to be the 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 VP Daybreak Investco 11, LLC (entity name), and acknowledged to me that said entity executed the same. *See above signature line*

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 (city, state)  
My Commission Expires: April 29, 2027 (d/m/y)

# EXHIBIT "A"

SOUTH JORDAN PARKWAY

Parcel 26-23-203-001-0000  
VP Daybreak Investco 11 LLC

LINE 1  
KITTY HAWK ROAD

ELECTRIC AVENUE

Parcel 26-23-276-003-0000  
VP Daybreak Investco 10 LLC

LINE 2

LAKE AVENUE



SCALE 1"=200'



**PERIGEE**  
CONSULTING  
CIVIL • STRUCTURAL • SURVEY

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SOUTH JORDAN, UT 84098  
WWW.PERIGEECHI.COM

## PUBLIC UTILITY EASEMENT KITTY HAWK ROAD

PREPARED FOR: LHMRE