

REV05042015

Return to:

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

14344405 B: 11549 P: 509 Total Pages: 5  
02/06/2025 04:30 PM By: mpalmer Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Project Name: Pickle Hide Project  
WO#: 8306391  
RW#:

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

For value received, **Mountain West Development, 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 146.21 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 A** attached hereto and by this reference made a part hereof:

Legal Description: BEG NW COR LOT 4, BLK 12, PLAT A, SLC SUR ; S 89°56'39" W 5.42 FT; N 0°00'58" W 147.30 FT; N 89°54'38" E 170.43 FT; S 0°01'09" E 29.21 FT; N 89°58'39" E 121.01 FT; N 89°56'38" E 44 FT; S 0°01'21" E 118.11 FT; S 89°56'39" W 190.31 FT; S 0°00'05" W 30.11 FT; N 76°31'25" W 67.50 FT; S 80°00'58" W 75.23 FT; N 0°00'58" W 27.29 FT TO BEG.

Assessor Parcel No.

15-12-130-037-0000

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.

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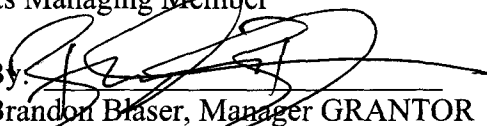
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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 5th day of February, 2025.

**MOUNTAIN WEST DEVELOPMENT LLC,**  
a Delaware limited liability company,  
with the assumed name in Utah of Pickle Hide Project, LLC

By: BCG TBD Manager, LLC,  
a Delaware limited liability company,  
Its Managing Member

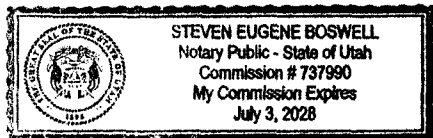
By:   
Brandon Blaser, Manager GRANTOR

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

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

On this 5<sup>th</sup> day of February, 2025, before me, the undersigned Notary Public in and for said State, personally appeared Brandon Blaser (name), known or identified to me to be the Manager (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 Mountain West Development, LLC (entity name), and acknowledged to me that said entity executed the same.

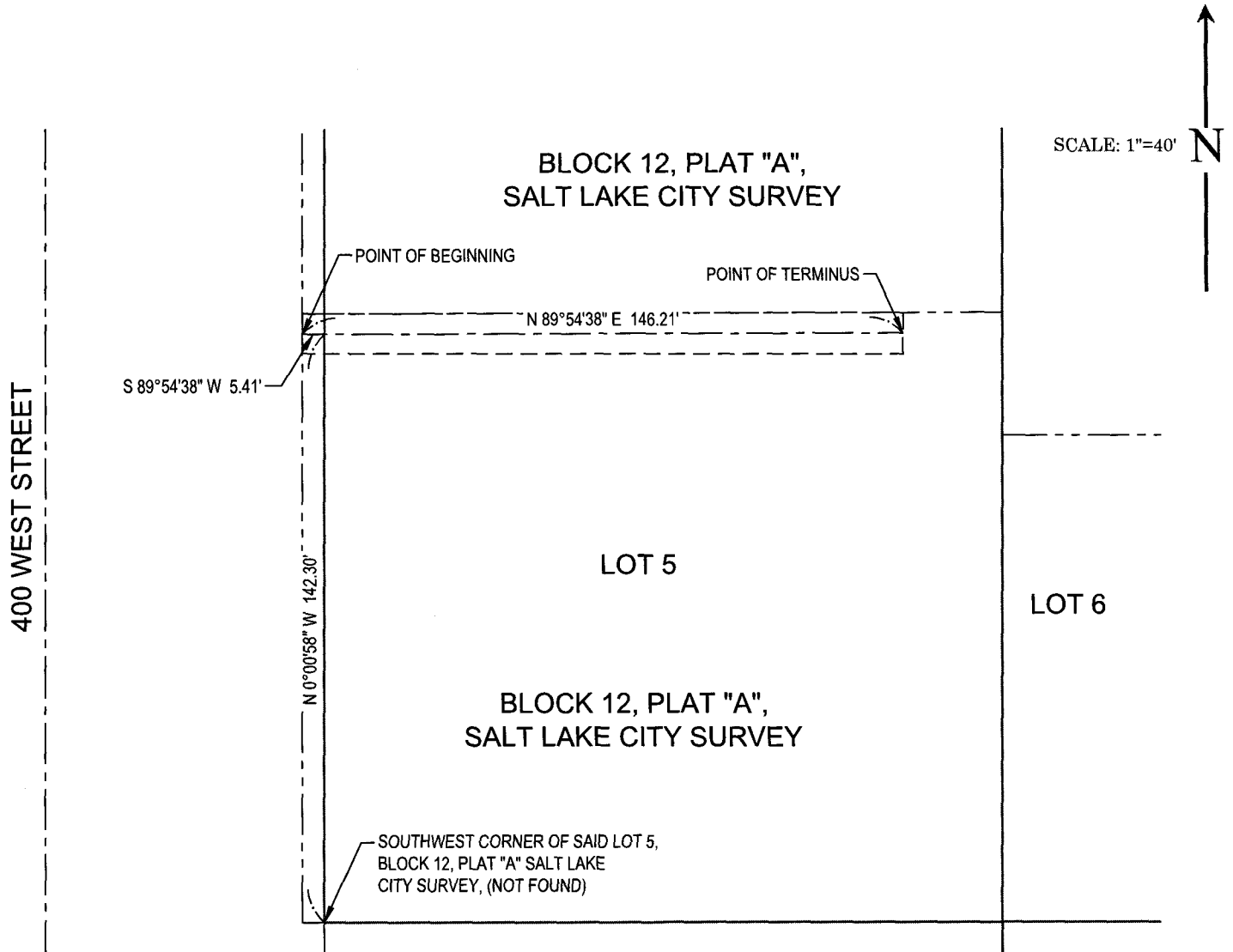
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]  
(notary signature)  
NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, UT (city, state)  
My Commission Expires: 03/07/2028 (d/m/y)

**Property Description**

Quarter: NW Quarter: Section 12 Township 1 (S),  
Range 1 (W), **SALT LAKE BASE & MERIDIAN** .  
County **SALT LAKE** State: **UTAH** .  
Parcel Number: 1512130037



CC#: 11441 WO#: 8306391

Landowner Name: Mountain West Development, LLC

Drawn by: KSL

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.

**EXHIBIT A**



SCALE: 1"=40'

# Property Description

## MAIN LINE POWER EASEMENT

A 10.00 FOOT POWER EASEMENT LOCATED IN LOT 5, BLOCK 12, PLAT "A", SALT LAKE CITY SURVEY, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 400 WEST STREET, SAID POINT BEING NORTH 0°00'58" WEST 142.30 FEET ALONG THE WEST LINE OF SAID LOT 5 AND SOUTH 89°54'38" WEST 5.41 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 5, AND RUNNING THENCE NORTH 89°54'38" EAST 146.21 FEET TO THE POINT OF TERMINUS.

THE SIDE LINES OF SAID EASEMENT ARE NORTH AND SOUTH 5.00 FEET FROM THE AS DESCRIBED CENTER LINE.

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SHEET 2 OF 2

EXHIBIT A

