



ENT 26838:2023 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
 2023 Apr 28 9:59 am FEE 40.00 BY TH
 RECORDED FOR WHITE HORSE

REV05042015
 Return to:
 Rocky Mountain Power
 Lisa Louder/L.Baker
 1407 West North Temple Ste. 110
 Salt Lake City, UT 84116

Project Name: Deer Park
 WO#: 8139653
 RW#:

RIGHT OF WAY EASEMENT

For value received, DEER PARK LLC, (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 10.0 feet in width and 446.70 feet in length, more or less, 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 outside of the right of way; 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 and as more particularly described and/or shown on Exhibit(s) “**A & B**” attached hereto and by this reference made a part hereof::

Legal Description: See Exhibit A

Assessor Parcel No. 37:365:0002

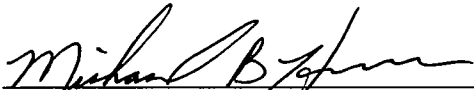
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), 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 27 day of April, 2023



DEER PARK LLC GRANTOR
Michael B. Horan

DEER PARK LLC GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

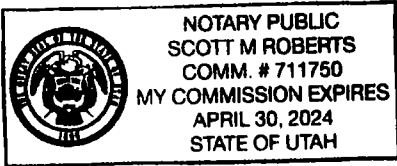
STATE OF UTAH)
County of UTAH) ss.)

On this 27 day of April, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Michael Bitoren (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 Deer Park, 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: Lehi UT (city, state)
My Commission Expires: 4/30/24 (d/m/y)



Right-of-Way Easement Description

A perpetual right of way easement being a strip of land 10.00 - feet in width more or less, being a part of that entire Lot 2 of Deer Park Subdivision , Recorded April 05, 2022 as Entry No. 42647 Map No. 18261 in the Office of the Utah County Recorder, located in the Southeast Quarter of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Beginning at a point which is 32.68 feet East and 39.17 feet North from the Southwest Corner of said Lot 2 to the Point of Beginning, thence continue Northerly along said line, a distance of 28.00 feet; thence East 8.55 feet; thence North 419.30 feet; thence East 10.00 feet; thence South 419.30 feet; thence East 8.45 feet; thence South 28.00 feet; thence West 27.00 feet to the Point of Beginning.

The above-described perpetual right of way easement contains 4,949 square feet in area or 0.114 acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: S. 89°00'19" E. along the line between the Reference Corners for the South Quarter Corner and the Southeast Corner of said Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian

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CC#: 11421 WO#: 8139653

Landowner Name: Deer Park LLC

Drawn By: BLP

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.

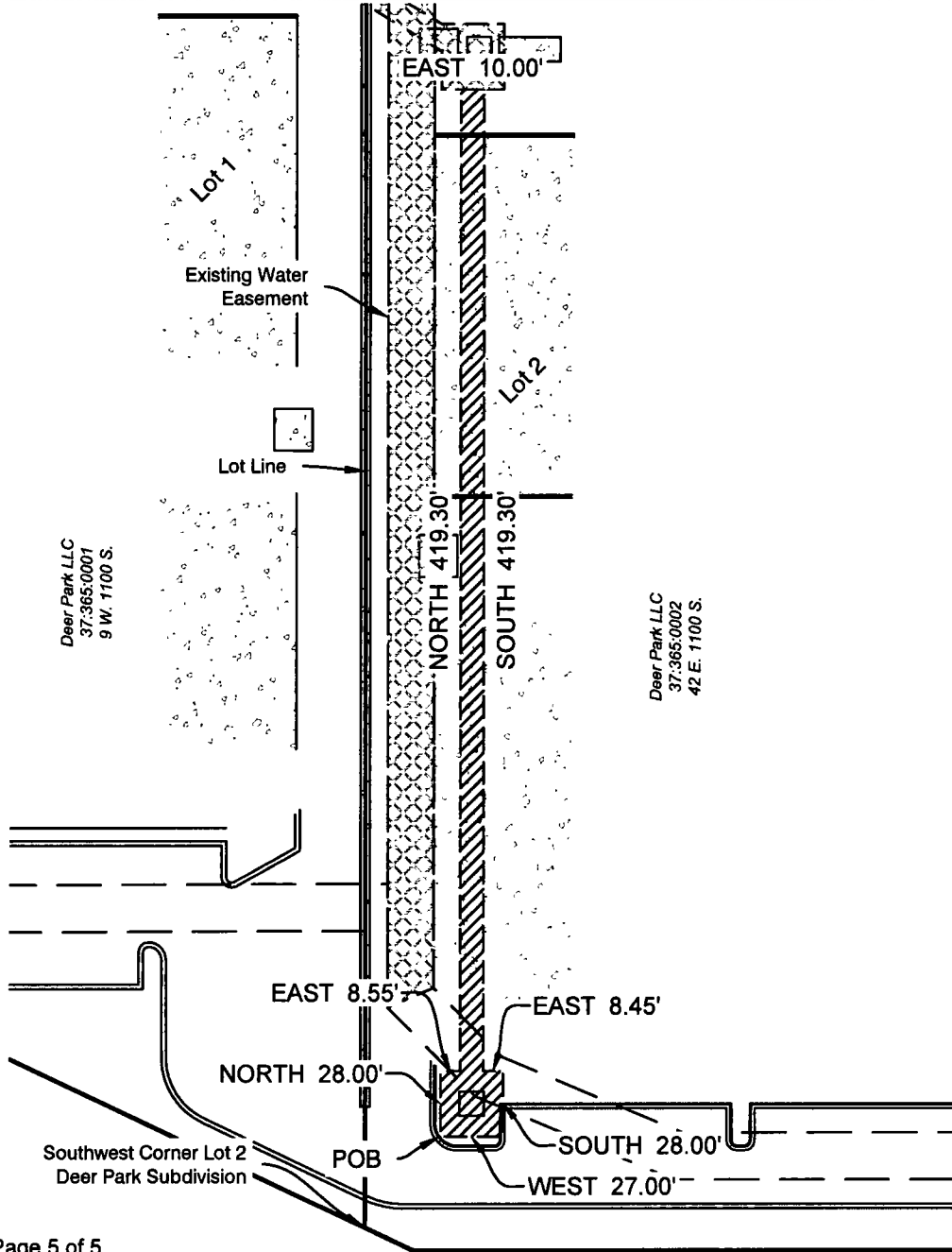
EXHIBIT A



SCALE: 1"=60 feet

Property Description

Deer Park Subdivision Lots 1 & 2
 Southeast Quarter, Section 26, Township 5 South, Range 1 East,
 Salt Lake Base and Meridian
 Utah County, State of Utah
 Parcel Number: 37:365:0002



LEGEND

- Tract Boundary
- Adjacent Parcel
- Perpetual Easement

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Landowner Name: Deer Park LLC

Drawn By: BLP

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EXHIBIT B



SCALE: 1"=75 feet