

REV05042015

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



ENT 28372=2024 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 May 2 10:34 AM FEE 40.00 BY AR
RECORDED FOR SARATOGA SPRINGS SCHOOL DE

Project Name: Ascent Academy School
WO#: 7168561
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Saratoga Springs School Development II, 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 200 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) **Exhibit A** attached hereto and by this reference made a part hereof:

Legal Description: ALL OF LOT 2, WILDFLOWER VILLAGE 2 SCHOOL PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE RECORDED DECEMBER 9, 2021 AS ENTRY NO. 204366:2021.

Assessor Parcel No. 55-951-0002

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 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.

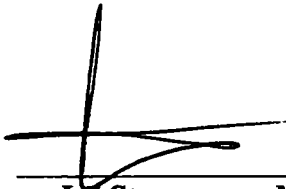
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes

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 1 day of May, 2024.



Jed Stevenson – Manager - GRANTOR

(Insert Grantor Name Here) GRANTOR

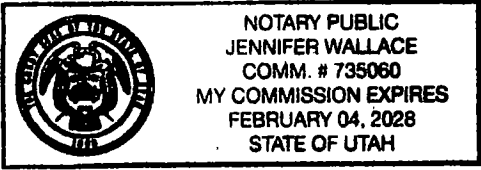
Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of DAVIS) ss.

On this 1st day of May, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Jed Stevenson (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 Saratoga Springs School Development II, 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.

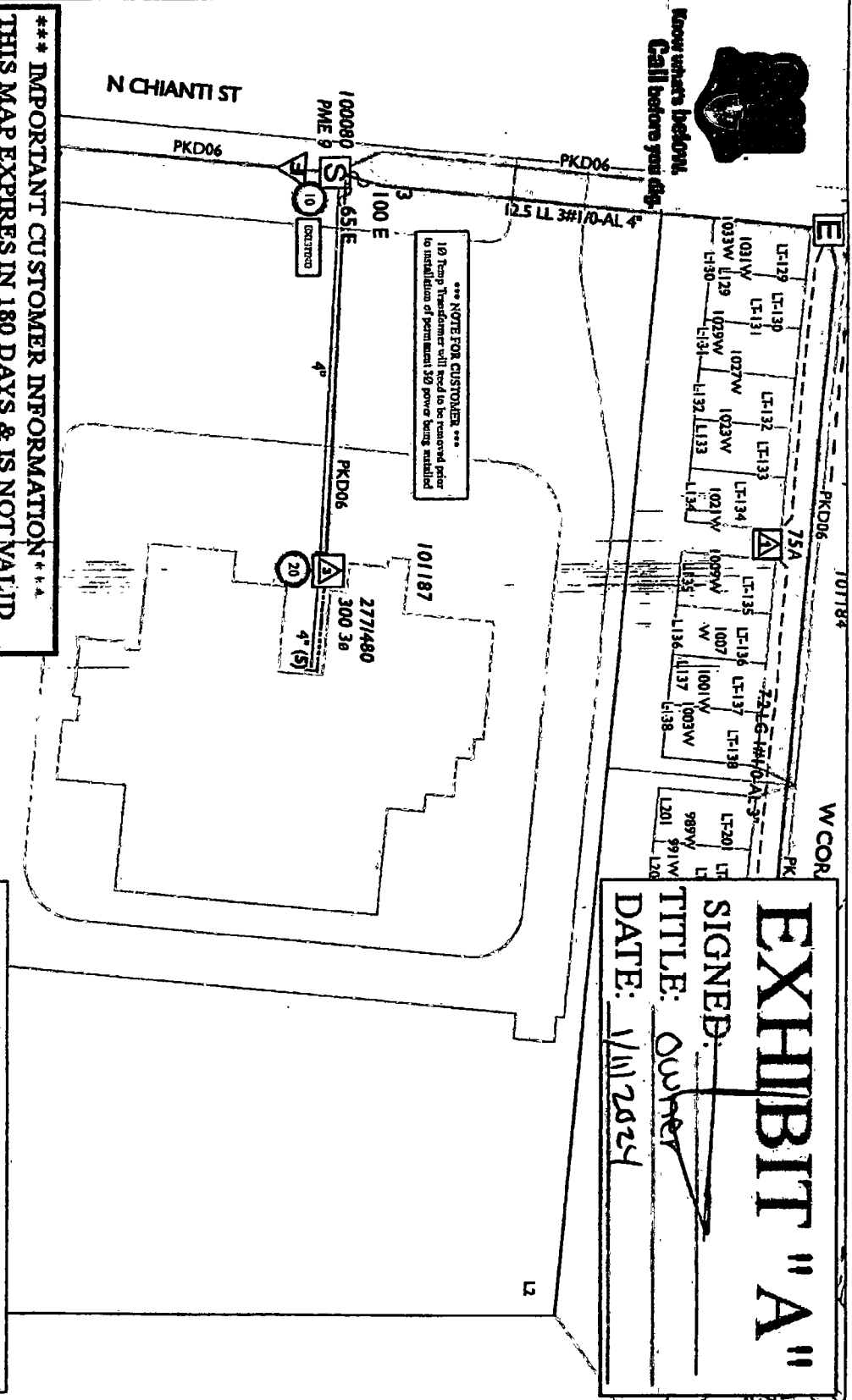
Jennifer Wallace
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Kaysville, Utah (city, state)
My Commission Expires: 04/02/2028 (d/m/y)



Know what's below!
Call before you dig.



*** NOTE FOR CUSTOMER ***
1Ø Temp Transformer will need to be removed prior to installation of permanent 3Ø power being installed

EXHIBIT "A"
SIGNED: _____
TITLE: OWNER
DATE: 1/11/2024

*** IMPORTANT CUSTOMER INFORMATION ***
THIS MAP EXPIRES IN 180 DAYS & IS NOT VALID FOR CONSTRUCTION UNTIL THE SIGNED CONTRACT & THE PAYMENT HAVE BEEN RETURNED TO ROCKY MOUNTAIN POWER. AFTER THAT, PLEASE CONTACT RMP BEFORE INSTALLING THE CONDUITS & VAULTS. INSPECTION OF CONDUIT AND VAULTS IS REQUIRED BY RMP WITH AT LEAST 3 WORKING DAYS NOTICE.
FOR INSPECTIONS CALL:
NICK COSTAGNO: 385-799-0377

***NOTE FOR CUSTOMER**
MAP NOT FOR CONSTRUCTION UNTIL THE SIGNED CONTRACTS, MAPS & ANY ADVANCE HAS BEEN RETURNED TO ROCKY MOUNTAIN POWER
CONSTRUCTION NOTES
Install 1/0 1Ø Underground Primary Cable (10) to (20)
(10) Install: 3- 65E Fuses, Make New Primary Cable Terminations.
(20) 300kva 277/480 3Ø Transformer, 2 Runs of 350QX Service Cable, CT Meter Assembly (1200A).
Customer to Install 3Ø Transformer Vault @ (20).
Vault: SI#7992600

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|---|-------------------------|--------------------------|------------------|--|---|
| Foreman | Emp # | Job Start Date | | PACIFICORP A BERKSHIRE HATHAWAY ENERGY COMPANY | Page 1 of 1 |
| CC# 11421 | WO# / REQ# 007168561 | Map String 11305001.0 | | | |
| Customer: PKD06 Ascent Academy School 3ph Service Address: 1692 N Chianti St, Saratoga Springs, UT | | | Circuit PKD06 | Post Jobs RQI Posted | <input type="checkbox"/> EST ID# <input type="checkbox"/> P46158 |
| | | | | Print Date 1/5/2024 | Scale 1" = 75' |