

REV05042015

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

E 3554698 B 8401 P 209-211
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/18/2023 11:57 AM
FEE 40.00 Pgs: 3
DEP AAM REC'D FOR TFC
CLINTON RETAIL LLC

Project Name: Clinton Retail
WO#: 08292170
RW#:

RETURNED
DEC 18 2023

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **TFC CLINTON RETAIL 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 50 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 **Davis 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: ALL OF LOT 1, HOMESTEAD CLINTON PAVILION. CONT. 1.65000 ACRES.

Assessor Parcel No. 13-286-0001

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 6 day of December, 2023.



TFC CLINTON RETAIL LLC GRANTOR

TFC CLINTON RETAIL LLC GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

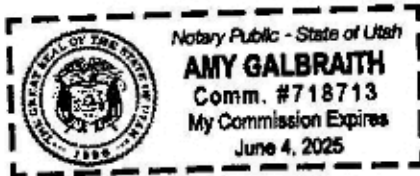
STATE OF Utah)
) ss.
County of Salt Lake)

On this 6 day of December, 20 23, before me, the undersigned Notary Public in and for said State, personally appeared Jonathan Taylor (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 TFC Clinton Retail, 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.



(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Miller Creek, UT (city, state)
My Commission Expires: 6/4/2025 (d/m/y)