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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/29/2024 11:35:30 AM
FEE: \$40.00 Pgs: 6
DEP eCASH REC'D FOR: PACIFICORP- LLOUDER

REV05042015

After Recording Return to:
Rocky Mountain Power
Lisa Louder/Dillon Larson
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Starbucks
WO#: 7175368
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Eaglewood Plaza, 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 115 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 "A"**" attached hereto and by this reference made a part hereof:

Legal Description:

A Power Easement located in the Northeast Quarter of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian being further described as follows:

Beginning at a point being North 0°07'13" West 843.098 feet along the Section line and West 577.269 feet from the East Quarter Corner of said Section 11;

Thence South 13°59'25" East 7.405 feet;

Thence South 24°20'48" West 108.077 feet;

Thence North 65°03'31" West 10.000 feet;

Thence North 24°20'48" East 104.497 feet;

Thence North 13°59'25" West 12.007 feet;

Thence South 65°03'31" East 12.855 feet to the Point of Beginning.

Contains 1,160 Square Feet, more or less

Assessor Parcel No.

01:520:0001

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 22 day of May, 2021.


Ryan Forsyth
RKF Properties, LLC GRANTOR


John MacFarlane
Mac Pack Investments, LLC GRANTOR


Ashton Hyde
Hyde Orchard, LLC GRANTOR

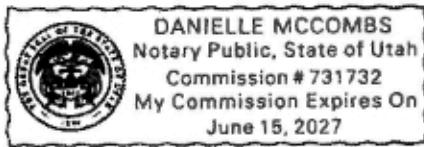
Acknowledgment by a Corporation, LLC, or Partnership:

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

On this 23 day of May, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Ryan Forsyth (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 RRE Property (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.

Danielle Meller
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake (city, state)
My Commission Expires: 6.15.27 (d/m/y)

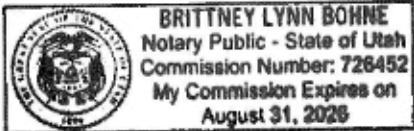
Acknowledgment by a Corporation, LLC, or Partnership:

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

On this 22 day of May, 2024, before me, the undersigned Notary Public in and for said State, personally appeared John Macfarlane (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 Mac Pack Investment (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)



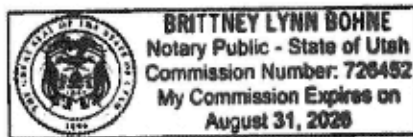
NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City, UT (city, state)
My Commission Expires: 8/31/26 (d/m/y)

Acknowledgment by a Corporation, LLC, or Partnership:

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

On this 28 day of May, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Ashton Hyde (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 Hyde Orchard (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: Salt Lake City, UT (city, state)
My Commission Expires: 8/31/26 (d/m/y)

Property Description

Quarter: NE Section: 11, Township: 1 North, Range: 1 West,
Salt Lake Base and Meridian
County: Davis State: Utah
Parcel Number: 01:520:0001

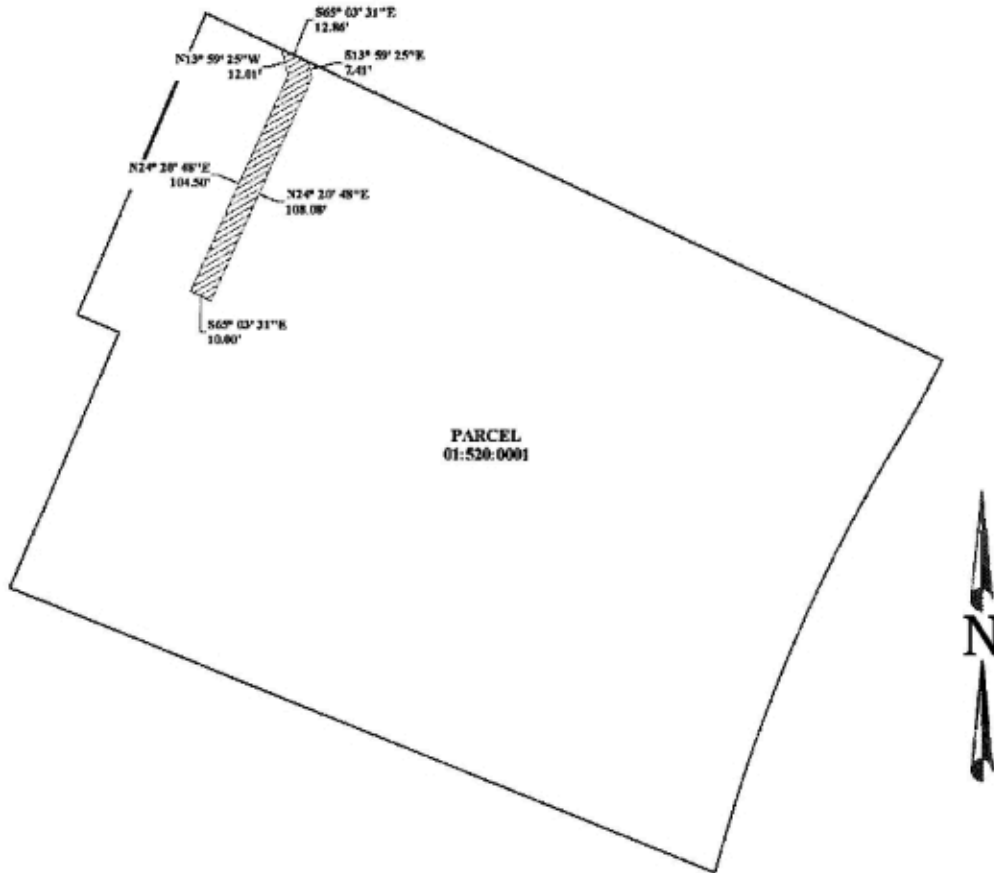


EXHIBIT A

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.

CC#: 11441 WO#: 7175368

Landowner Name: EAGLEWOOD PLAZA

Drawn by: Cory Neerings, PLS



SCALE: N.T.S