

ENT 48185 : 2025 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jun 27 04:18 PM FEE 0.00 BY TM
RECORDED FOR Metro National Title
ELECTRONICALLY RECORDED

Return to:
Springville Power
110 S Main St.
Springville, UT, 84663

Utah County Parcel(s):
06:036:0002

ELECTRICAL RIGHT OF WAY EASEMENT

VIKING REAL ESTATE GROUP, LLC a Utah limited liability company ("Grantor"), owns certain real property located in Utah County, State of Utah, which is more particularly described in the attached Exhibit A ("Grantor's Property"); and

WHEREAS, **SPRINGVILLE CITY**, a Utah municipality ("Springville"), desires to construct, operate, maintain, repair, and replace underground electric power lines and related equipment and infrastructure (together, the "**Facilities**") across Grantor's Property; and

WHEREAS, the parties desire that Grantor grant this Easement to accommodate the Facilities;

NOW, THEREFORE, for value received, Grantor hereby grants to Springville, and its successors and assigns ("**Grantee**"), an easement and right of way ("**Easement**") for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, protection, and removal of the Facilities and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables, and other conductors and conduits therefore; and pads, transformers, switches, vaults, and cabinets, on or under the surface of the easement.

Together with the right of access to the Easement Area 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 Easement Area clear of all brush, trees, timber, roots, structures, buildings, improvements, and other hazards which endanger Grantee's facilities or impede Grantee's activities.

The location of the Easement is that portion of the area described and/or shown on the attached **Exhibit B** that is located on Grantor's Property (the "**Easement Area**"). Grantor acknowledges that Springville intends to use the Easement Area to provide power from the parcel immediately to the south of Grantor's Property.

COURTESY RECORDING

This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

At no time shall Grantor place, use or permit any improvement, structure, vehicle, equipment, or material of any kind, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used for agricultural crops, grass, open space, unpaved trails, and other purposes determined by Grantee as not inconsistent with the purposes for which this Easement has been granted. Notwithstanding any provision in this Easement to the contrary, the existing retaining wall and fence at or near the southern boundary of the Easement Area shall be allowed to remain and Grantor retains the right to repair, replace, and modify the fence and retaining wall.

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, Grantor hereby 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 Easement. Grantor 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: 23rd day of June 2025.

[signature page follows]

{signature page to Electrical Right of Way Easement}

GRANTOR:

VIKING REAL ESTATE GROUP, LLC

By:



Printed Name: Ben Kjar

Title: Manager

ACKNOWLEDGEMENT

STATE OF UTAH)

County of Utah)

On this 23rd day of June, 2025, before me, the undersigned Notary Public in and for said State, personally appeared Ben Kjar, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he is the Manager of Viking Real Estate Group, LLC and that he executed the same on behalf of said entity.

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

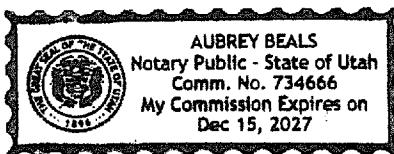

(Notary Signature)

EXHIBIT A

Grantor's Property

Parcel 1:

COMMENCING 81.25 FEET NORTH OF THE SOUTHWEST CORNER OF BLOCK 36, PLAT "A" SPRINGVILLE CITY SURVEY; THENCE NORTH 121.50 FEET; THENCE EAST 74 FEET; THENCE SOUTH 27.50 FEET; THENCE EAST 132.00 FEET; THENCE SOUTH 112.00 FEET; THENCE WEST 17.50 FEET; THENCE NORTH $81^{\circ}17'26''$ WEST 118.87 FEET THENCE WEST 71.00 FEET TO THE POINT OF BEGINNING.

PARCEL ID NO. 06:036:0002

THE BASIS OF BEARING FOR THIS SURVEY IS N. $00^{\circ}14'00''$ W. 2657.35' (M), 2653.25' (R) BETWEEN THE WEST QTR AND THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

BENCHMARK (NW CORNER SECTION 33, TOWNSHIP. 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN) FOUND 3" BRASS CAP
ELEV = 4537.09 NGVD 1929

EXHIBIT B*Easement Area*

Commencing 156.26 feet east and 61.33 feet north from the Southwest Corner of Block 36. Plat "A", Springville City: thence. North $13^{\circ} 29' 11''$ West 79.10 feet to a point on a line: thence, North $90^{\circ} 00' 00''$ East 10.28 feet to a point on a line; thence. South $13^{\circ} 29' 11''$ E 79.10 feet to a point on a line; thence North $90^{\circ} 00' 00''$ West 10.28 feet to place of beginning.

Contains 791 square feet.

