

REV05042015

Ent 564338 Bk 1528 Pg 1350-1356
Date: 16-SEP-2025 12:01:23PM
Fee: \$40.00 Check Filed By: HP
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: BLX LLC

Return to:

Rocky Mountain Power
Lisa Louder/Brian Bridge/Richard Bardauskas
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: JRN11 EX UTAH DEVELOPMENT LLC RELOCATION
WO#: DPAR/2021/C/DM9/8055361
RW#: 2024LBB052B

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **BLX LLC**, a Delaware limited liability company (“**Grantor**”), hereby grants **ROCKY MOUNTAIN POWER**, an unincorporated division of PacifiCorp its successors and assigns, (“**Grantee**”), an easement for a right of way 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 Wasatch County, State of Utah more particularly described as follows and as more particularly shown on **Exhibit “A”** attached hereto and by this reference made a part hereof (the “**Easement Area**”):

A power easement located in Amended Lot 13 of the MIDA MASTER DEVELOPMENT PLAT AMENDED 2024 recorded July 29, 2024 as Entry No. 548051 on file and of record in the office of the Wasatch County Recorder, said easement also being located in the southwest quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, State of Utah, the boundary of said easement being more particularly described as follows:

BEGINNING AT A POINT that is North 25°31'33" West a distance of 2829.54 feet from the south quarter corner of said section 24, said point also being the northernmost boundary corner of said Amended Lot 13 and said point being on a 5987.50 foot radius curve to the left (Basis of Bearing for the herein described easement being North 26°11'47" West 5917.16 feet from the southeast corner of section 25 to the south quarter corner of said section 24, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retrace and the Mayflower LDP coordinate system projection parameters); and running thence Southeasterly coincident with the boundary of Amended Lot 13, through a central angle of 00°34'38", a distance of 60.32 feet; thence along a line non-tangent to said curve, South 61°08'05" West, a distance of

43.07 feet; thence South 29°28'27" East, a distance of 13.09 feet; thence South 53°50'27" West, a distance of 12.49 feet; thence South 18°56'11" West, a distance of 33.38 feet; thence South 64°14'50" West, a distance of 9.40 feet; thence North 63°03'59" West, a distance of 16.47 feet; thence North 27°06'40" West, a distance of 3.49 feet; thence South 58°47'59" West, a distance of 13.39 feet; thence North 31°09'58" West, a distance of 7.71 feet; thence South 62°33'48" West, a distance of 25.22 feet; thence North 18°52'21" West, a distance of 22.66 feet; thence South 83°43'17" West, a distance of 13.51 feet; thence South 86°21'58" West, a distance of 25.34 feet; thence North 75°02'53" West, a distance of 21.01 feet; thence North 28°57'17" West, a distance of 5.20 feet to the northern boundary of Amended Lot 13; thence coincident with the boundary of Amended Lot 13 North 56°44'19" East, a distance of 179.71 feet to the **POINT OF BEGINNING**.

Containing 10,519 square feet or 0.241 acres, more or less.

The foregoing easement (the "**Easement**") is being granted subject to existing matters of record and together with the right of access to the Easement Area from existing public roads or, from adjacent lands of Grantor, to be mutually agreed upon and not to be unreasonably withheld or delayed, should the public road(s) ever be vacated for all activities in connection with the purposes for which the 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, 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 Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which the 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.

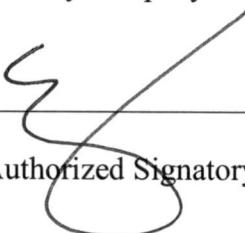
To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[Signatures appear on the next two pages.]

IN WITNESS WHEREOF, this Underground Easement Agreement has been executed by the parties this _____ day of August, 2025.

BLX LLC,
a Delaware limited liability company

By: _____

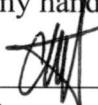

Kurt Krieg, Authorized Signatory

STATE OF UTAH)
COUNTY OF WASATCH) ss.
)

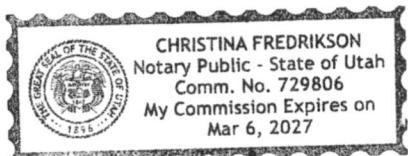
 *September*

On August 12, 2025 before me, Christina Fredrikson, Notary Public, personally appeared Kurt Krieg, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public



[Signatures continue on next page.]

Rocky Mountain Power,
an unincorporated division of PacifiCorp

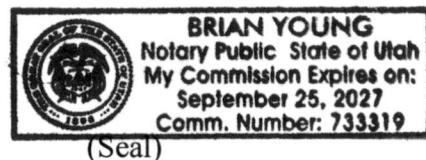
By: Brian Bridge
 Name: BRIAN BRIDGE
 Title: SR. P/W AGENT

STATE OF UTAH)
 COUNTY OF SUMMIT)

On this 11th day of September in the year 2025, before me, Brian Bridge Young, a notary public, personally appeared Brian Bridge, a Sr. P/w Agent of Rocky Mountain Power, an unincorporated division of PacifiCorp, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

WITNESS my hand and official seal.

BRY
 (Notary Signature)



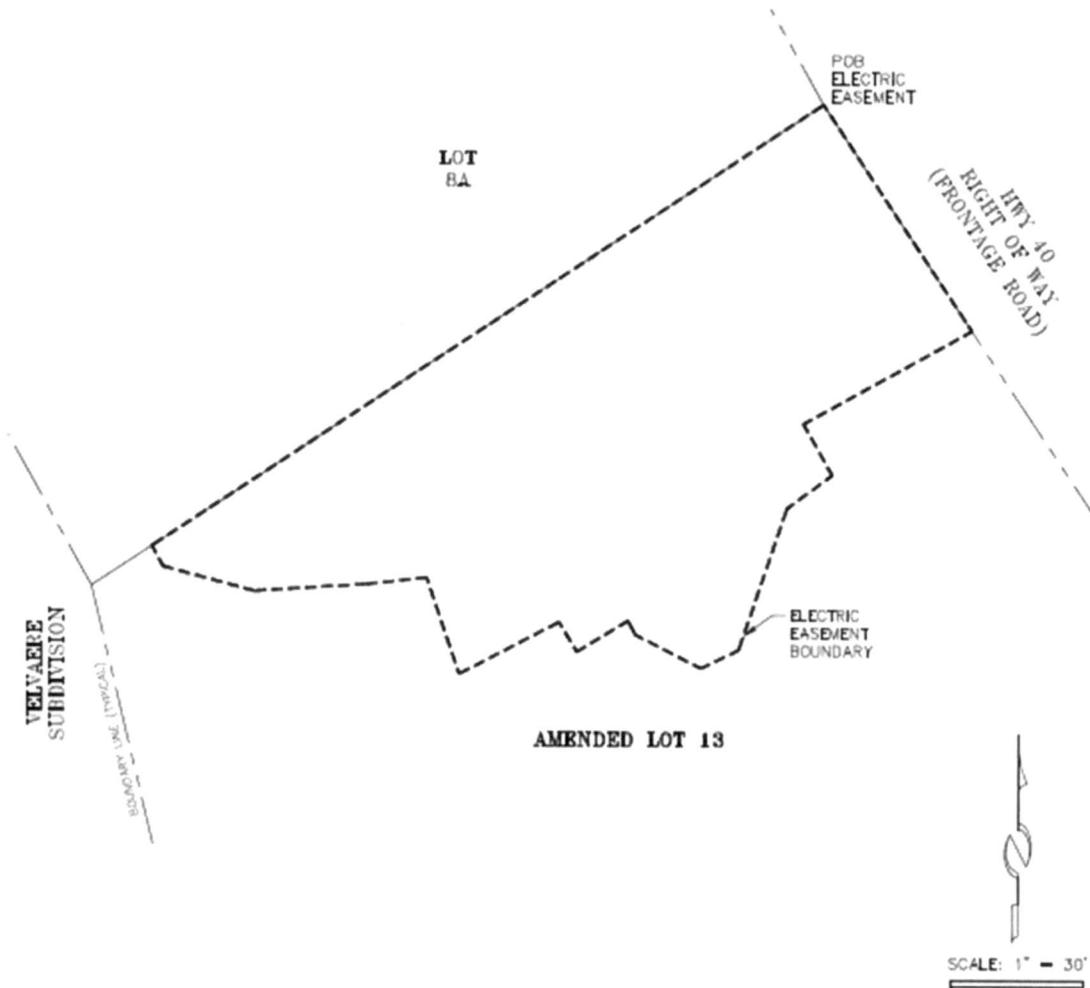
Dated this 11th day of September, 2025.

EXHIBIT A
TO
UNDERGROUND RIGHT OF WAY EASEMENT

Depiction of Easement Area

See attached.

AMENDED LOT 13
ELECTRIC EASEMENT
EXHIBIT



Date: 8.14.25
Project No.: 24051
C:\Users\Charlie\Desktop\ALLTERRA\AU JOBS\24051 - EXELL - LOT 13
C:\Easements\24051 - easement.dwg

PROFESSIONAL LAND SURVEYING
AND CONSULTING
ALLTERRA
UTAH, LLC
425 640-4200
403 SCENIC RIDGES ROAD, PRINCETON, UTAH 84459