

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

Ent 565204 Bk 1531 Pt 869-876
Date: 06-OCT-2025 4:31:33PM
Fee: \$40.00 Check Filed By: CO
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: BLX LLC

Project Name: EX Utah Development
– Backbone Distribution System
WO#: 007363559
RW#: MFL17

Tax Serial No.: 00-0021-4982

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**”), to the extent located on the Grantor Property (defined below) only, 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 a portion of the real property of Grantor in Wasatch County, State of Utah more particularly described on **Exhibit “A”** attached hereto (the “**Grantor Property**”), which easement is more particularly shown on **Exhibit “B”** attached hereto and by this reference made a part hereof and is specifically defined as (the “**Easement Area**”)¹:

An electric 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 37°43'52" West a distance of 1914.09 feet from the south quarter corner of said section 24, said point also being on the southerly boundary of OPEN SPACE PARCEL A of the OVERLOOK ESTATES Subdivision plat recorded April 20, 2023 as Entry No. 531683 on file and of record in the office of the Wasatch County Recorder, and said point being the beginning of a curve to the right, of which the radius point lies South 78°04'45" East, a radial distance of 70.06 feet (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

¹ Note, the Easement Area is located on the Grantor Property, together with real property owned by others.

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 Northeasterly along the arc, through a central angle of $33^{\circ}46'25''$, a distance of 41.30 feet; thence along a line non-tangent to said curve, North $53^{\circ}19'24''$ East, a distance of 23.22 feet; thence North $60^{\circ}14'31''$ East, a distance of 59.52 feet to a point on a non tangent 109.40 feet radius curve to the left; thence Northeasterly along the arc of said curve a distance of 36.03 feet (chord bears North $38^{\circ}54'06''$ East a distance of 35.86 feet) to a point on a non tangent 44.49 feet radius curve to the left; thence Northerly along the arc of said curve a distance of 23.06 feet (chord bears North $13^{\circ}05'05''$ East a distance of 22.80 feet) to a point on a non tangent 126.20 feet radius curve to the right; thence Northerly along the arc of said curve a distance of 43.83 feet (chord bears North $08^{\circ}29'41''$ East a distance of 43.61 feet) to a point of compound curve to the right having a radius of 60.70 feet and a central angle of $33^{\circ}23'39''$; thence Northeasterly along the arc, a distance of 35.38 feet; thence along a line non-tangent to said curve, North $52^{\circ}22'39''$ East, a distance of 28.58 feet to a point on a non tangent 161.67 feet radius curve to the right; thence Easterly along the arc of said curve a distance of 68.44 feet (chord bears North $70^{\circ}51'10''$ East a distance of 67.93 feet); thence along a line non-tangent to said curve, North $08^{\circ}24'32''$ West, a distance of 3.62 feet; thence North $81^{\circ}01'56''$ East, a distance of 16.83 feet; thence South $08^{\circ}41'41''$ East, a distance of 16.69 feet; thence South $81^{\circ}02'02''$ West, a distance of 16.92 feet; thence North $08^{\circ}24'32''$ West, a distance of 3.06 feet to a point on a non tangent 151.67 feet radius curve to the left; thence Westerly along the arc of said curve a distance of 63.91 feet (chord bears South $71^{\circ}00'06''$ West a distance of 63.44 feet); thence along a line non-tangent to said curve, South $52^{\circ}22'39''$ West, a distance of 27.97 feet to a point on a non tangent 50.70 feet radius curve to the left; thence Southwesterly along the arc of said curve a distance of 29.51 feet (chord bears South $35^{\circ}06'53''$ West a distance of 29.09 feet) to a point of compound curve to the left having a radius of 116.20 feet and a central angle of $19^{\circ}53'49''$; thence Southerly along the arc, a distance of 40.35 feet to a point on a non tangent 54.46 feet radius curve to the right; thence Southerly along the arc of said curve a distance of 28.45 feet (chord bears South $13^{\circ}15'34''$ West a distance of 28.13 feet) to a point on a non tangent 119.40 feet radius curve to the right; thence Southwesterly along the arc of said curve a distance of 40.38 feet (chord bears South $39^{\circ}09'27''$ West a distance of 40.19 feet); thence along a line non-tangent to said curve, South $60^{\circ}14'31''$ West, a distance of 44.85 feet to a point on the northerly right-of-way of Blue Ledge Drive, said point also being on a non tangent 135.50 feet radius curve to the left; thence Southwesterly coincident with said right-of-way and along the arc of said curve a distance of 75.79 feet (chord bears South $49^{\circ}26'08''$ West a distance of 74.80 feet) to the POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM: Any portion of the easement lying within OPEN SPACE PARCEL A-2 of the OVERLOOK ESTATES SECOND AMENDED Subdivision plat recorded October 3, 2025 as Entry No. 565104 on file and of record in the office of the Wasatch County Recorder.

Easement contains 2,711 square feet or 0.06 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, driveways, trails or other similar access ways, 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 2 pages.]

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

Grantor:

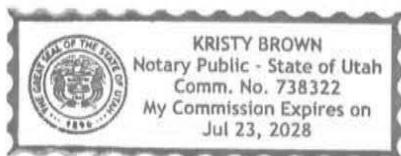
BLX LLC,
a Delaware limited liability company

By: _____

Kurt Krieg, Authorized Signatory

STATE OF UTAH)
)
) ss.
COUNTY OF WASATCH)

On October, 3, 2025 before me, Kristy Brown, 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.

Kristy Brown
Notary Public

[Signatures continue on next page.]

Grantee:

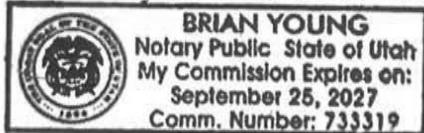
Rocky Mountain Power,
an unincorporated division of PacifiCorp

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

STATE OF UTAH)
ss.
COUNTY OF SUMMIT)

On this 10th day of October in the year 2025, before me, Brian 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.



(Seal)

BY
(Notary Signature)

EXHIBIT A
TO
UNDERGROUND RIGHT OF WAY EASEMENT
Description of Grantor Property

The "Grantor Property" referred to on the foregoing Underground Right of Way Easement is located in Wasatch County, State of Utah, and is more particularly described as follows:

The surface rights in and to all of Amended Lot 13, of the MIDA MASTER DEVELOPMENT PLAT AMENDED 2024, Amending Lot 13 of the MIDA Master Development Plat Lots 12 & 13 Amended and Other Lands recorded July 29, 2024, as Entry No. 548051 in Book 1482 at Page 1040, of the Official Records.

LESS AND EXCEPTING any mineral rights of whatever type, water rights, water shares, and any other water interests associated with the above-described real property.

Tax Serial No.: 00-0021-4982

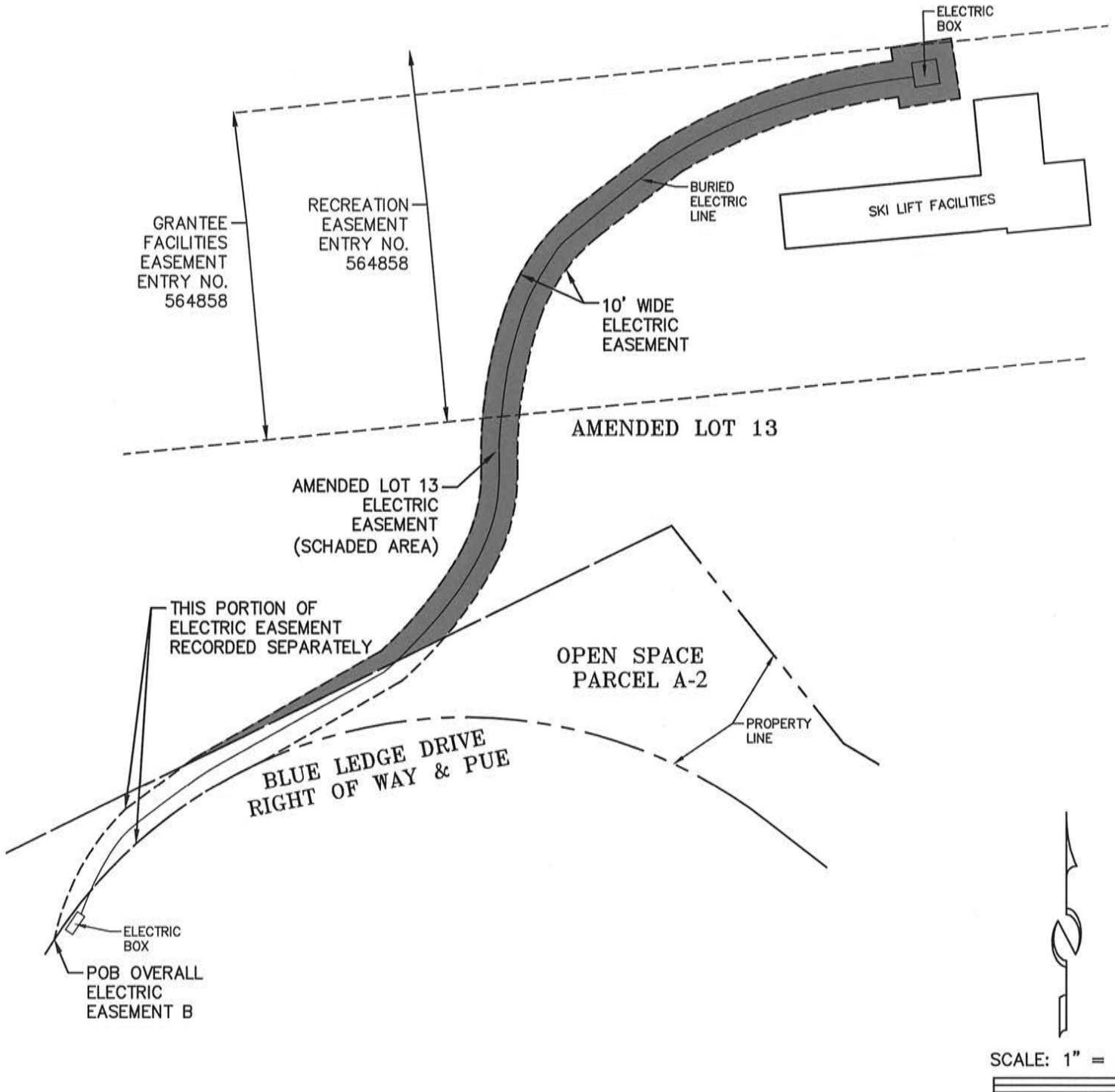
EXHIBIT B
TO
UNDERGROUND RIGHT OF WAY EASEMENT

Depiction of Easement Area

See attached.

AMENDED LOT 13
ELECTRIC EASEMENT "B"
EXHIBIT

Ent 565204 Bk 1531 Pg 876



4908-8822-1806, v. 5

Date: 10.02.25
 Project No.: 24051
 C:\Users\Charlie\Desktop\ALLTERRA\AU JOBS\24051 - EXTELL- LOT 13
 CIVIL\easements\24051 - easements.dwg

PROFESSIONAL LAND SURVEYING
 AND CONSULTING
ALLTERRA
UTAH, LLC

435-640-4200
 463 SCENIC HEIGHTS ROAD, FRANCIS, UTAH 84036