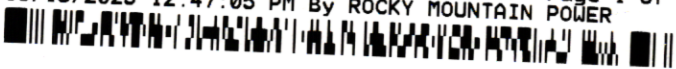


REV05042015

Return to:
Rocky Mountain Power
Lisa Louder/Kameron Shortt
2217 W. Kittyhawk Dr.
Cedar City, UT.
84721

00805305

B: 1643 P: 618 Fee \$40.00
Carri R. Jeffries, Iron County Recorder Page 1 of 5
05/19/2023 12:47:05 PM By ROCKY MOUNTAIN POWER



Project Name: BRH12 SEAN CORNWALL/TIRESIAS CORNWALL
WO#: 7032528
RW#: 1 OF 2

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **ROSKE RANDALL J/SUSAN D** (“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 280’ 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 therefore, or under the surface of the real property of Grantor in **IRON** 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:

LOT 15, BLK D, MOUNTAIR EVERGREEN ESTATES, UNIT A; SEC 34, T35S, R9W, SLM

The easement to be further described as a “10’ wide easement on said property line abutting Aspen Dr. public street for the construction, maintenance, operation, and final removal and/or abandonment for utilities”. This easement is specifically for the installation and maintenance of any underground conduit or conductor for which Rocky Mountain Power deems necessary for the service to lots located on Aspen Dr. and any roads adjacent to or adjoining said road. Creating what is commonly known as a “Looping Power System”

Assessor Parcel No.

A-1138-0047-0000

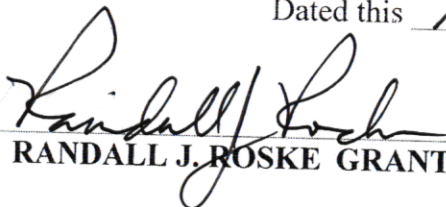
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

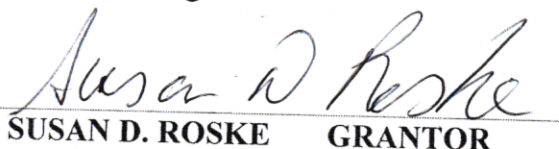
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, 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 11 day of April - 2020


RANDALL J. ROSKE GRANTOR


SUSAN D. ROSKE GRANTOR

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B: 1643 P: 619 Fee \$40.00
Carri R. Jeffries, Iron County Recorder Page 2 of 5
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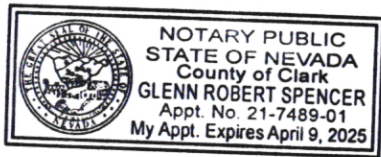
Acknowledgement by an Individual Acting on His Own Behalf:

STATE OF NEVADA)
) ss.
County of CLARK)

On this 11 day of April, 2023, before me, the undersigned Notary Public in and for said State, personally appeared RANDALL J. ROSKE, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) 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.

Glenn R. Spencer
(notary signature)



NOTARY PUBLIC FOR NEVADA (state)
Residing at: LAS VEGAS, NV (city, state)
My Commission Expires: 4-9-25 (d/m/y)

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B: 1643 P: 620 Fee \$40.00
Carri R. Jeffries, Iron County Recorder Page 3 of 5
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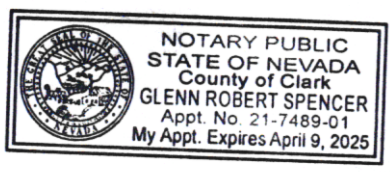
Acknowledgement by an Individual Acting on His Own Behalf:

STATE OF NEVADA)
County of CLARK) ss.

On this 11 day of April, 2023, before me, the undersigned Notary Public in and for said State, personally appeared SUSAN D. ROSKE, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) 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.

Glenn R. Spencer
(notary signature)



NOTARY PUBLIC FOR NEVADA - (state)
Residing at: LAS VEGAS, N.V. (city, state)
My Commission Expires: 4-9-25 (d/m/y)

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B: 1643 P: 621 Fee \$40.00
Carri R. Jeffries, Iron County Recorder Page 4 of 5
05/19/2023 12:47:05 PM By ROCKY MOUNTAIN POWER

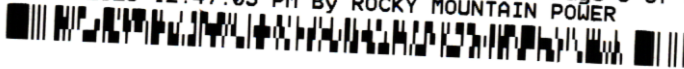
Property Description

Quarter: SW 1/4 Quarter: SE 1/4 Section: 34 Township 35S,
Range 9W, SALT LAKE Meridian
County: IRON State: UTAH
Parcel Number: A-1138-0047-0000



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B: 1643 P: 622 Fee \$40.00
Carri R. Jeffries, Iron County Recorder Page 5 of 5
05/19/2023 12:47:05 PM By ROCKY MOUNTAIN POWER



CC#: 11391 WO#: 7032528

Landowner Name: ROSKE

Drawn by: N/A

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.



SCALE: NTS