

REV100815

Return to:

Rocky Mountain Power
Lisa Louder/Kade Campbell / *skp*
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Tooele 400 North

WO#: 006767314 (Easement 2)

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Landmark Tooele Associates, L.C.** ("Grantor"), hereby grants to 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 23 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 **Tooele** 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: An easement 10 feet in width, being 10 feet south of and adjoining the following-described line:

Beginning at the Northeast Corner of Grantor's land, said point being located South 88°39'00" East 205.806 feet along the South right of way line of 400 North Street from the Northwest Corner of Lot 4, Block 4, Plat "B" Tooele City Survey; running thence North 88°39'00" West 23.0 feet along Grantor's North boundary.

Containing 0.005 of an acre, and being in said Lot 4, Block 4, Plat "B" Tooele City Survey (also being in the SW1/4 of the SW1/4 of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian).

Assessor Parcel No.

02-086-0-0054

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.

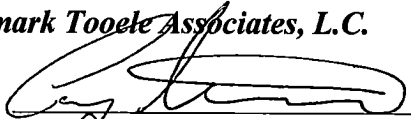
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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 6th day of May, 2020

Landmark Tooele Associates, L.C.

By:



Name:

GLC DEVELOPMENT LLC

Title:

MANAGER

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)
) ss.
County of SALT LAKE)

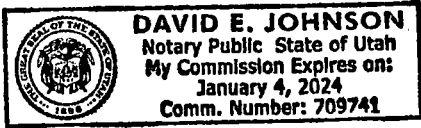
On this 6 day of May, 2020, before me, the undersigned Notary Public in and for said State, personally appeared GARY L. CARTER (name), known or identified to me to be the MANAGER (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who

executed the instrument on behalf of GCC Development LLC (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.

David E. Johnson

(notary signature)



NOTARY PUBLIC FOR UTAH (state)
Residing at: SALT LAKE CITY, UT (city, state)
My Commission Expires: 01/04/2024 (d/m/y)

Property Description

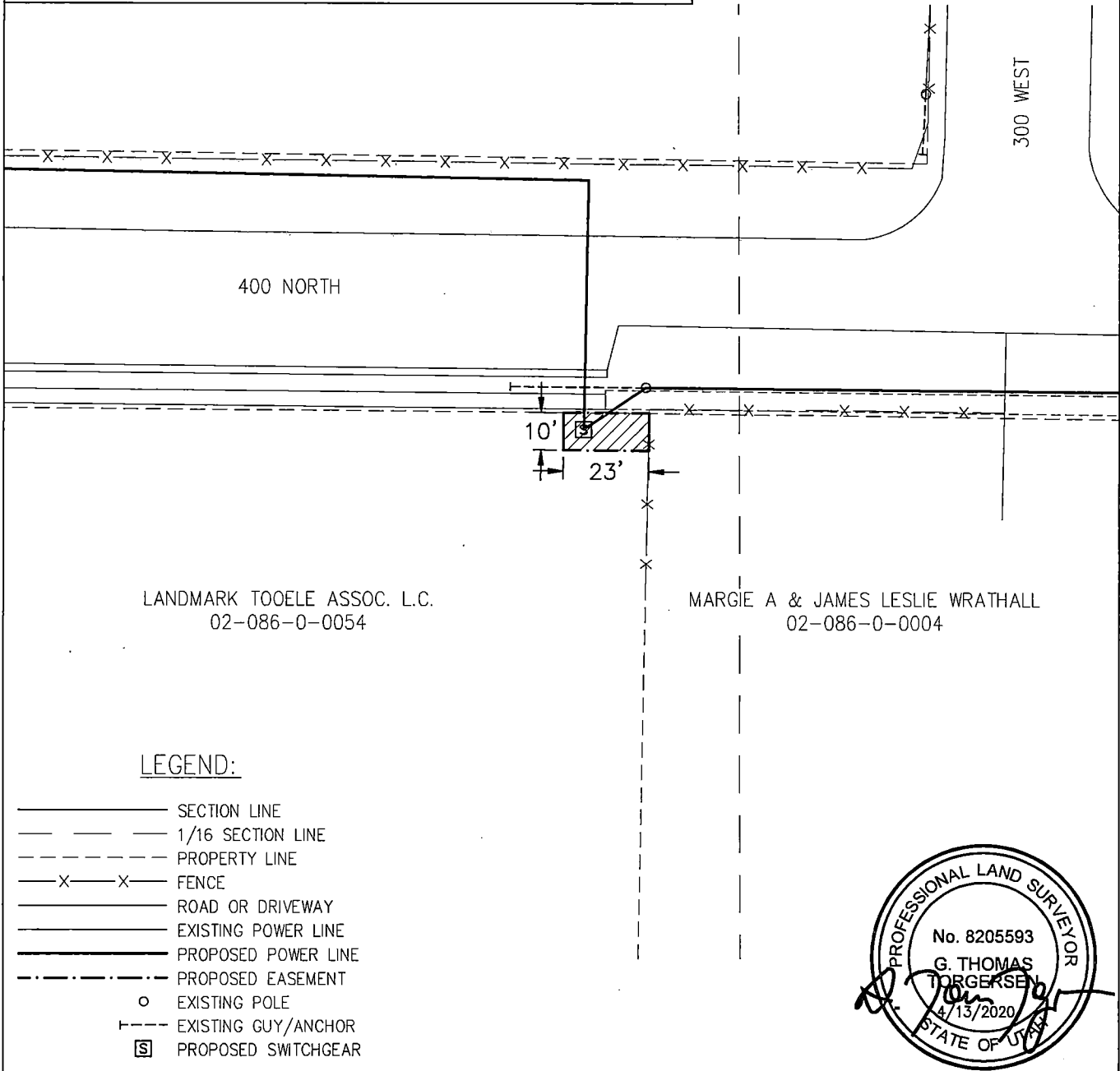
SW1/4 of the SW1/4 of Section 21, T3S R4W,
Salt Lake Base & Meridian

County: Tooele State: Utah

Parcel Number: 02-086-0-0054



Scale: 1" = 40'

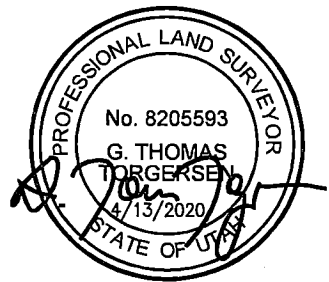


LANDMARK TOOELE ASSOC. L.C.
02-086-0-0054

MARGIE A & JAMES LESLIE WRATHALL
02-086-0-0004

LEGEND:

- SECTION LINE
- — — — — 1/16 SECTION LINE
- - - - - PROPERTY LINE
- x - x - FENCE
- ROAD OR DRIVEWAY
- EXISTING POWER LINE
- PROPOSED POWER LINE
- · - · - PROPOSED EASEMENT
- EXISTING POLE
- - - - - EXISTING GUY/ANCHOR
- ⊠ PROPOSED SWITCHGEAR



CC#: 11446	WO#: 006767314
Landowner: Landmark Tooele Assoc., L.C.	
Drawn by: GTT	Date: 4/13/2020
Dwg.#: 20503-2	Ref.#:

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.



EXHIBIT A