

4  
REV100815  
Return to:  
Rocky Mountain Power  
Lisa Louder/Kaitlynn Murnin  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: SLC Reliability  
WO#: 006607566 (Easement 1)  
RW#:

13005619  
06/10/2019 11:37 AM \$40.00  
Book - 10789 Pg - 9598-9601  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: NPA, DEPUTY - WI 4 P.

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **BOYER-MADSEN SEVENTH EAST PARTNERSHIP**, a Utah general partnership ("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 30 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 **Salt Lake 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, East of and adjoining the following-described line:  
Beginning at a point on Grantor's North boundary that is located North 122 feet and West 148.5 feet from the Southeast Corner of Lot 1, Block 32, Plat B, Salt Lake City Survey; running thence South 30 feet to a point on Grantor's land.

Containing 0.007 of an acre.

Being in Lot 1, Block 32, Plat B, Salt Lake City Survey.

Assessor Parcel No. 16053070110000

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 28<sup>th</sup> day of MAY, 2019.

**BOYER-MADSEN SEVENTH EAST PARTNERSHIP**



By \_\_\_\_\_

**Brian Gochnour**

Name

**Manager**

\_\_\_\_\_  
Title

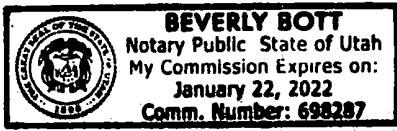
**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

On this 28<sup>th</sup> day of MAY, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Brian Gochnour (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 Boyer-Madsen Seventh East (entity name), and acknowledged to me that said entity executed the same. Partnership

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

Beverly Bott  
\_\_\_\_\_  
(notary signature)



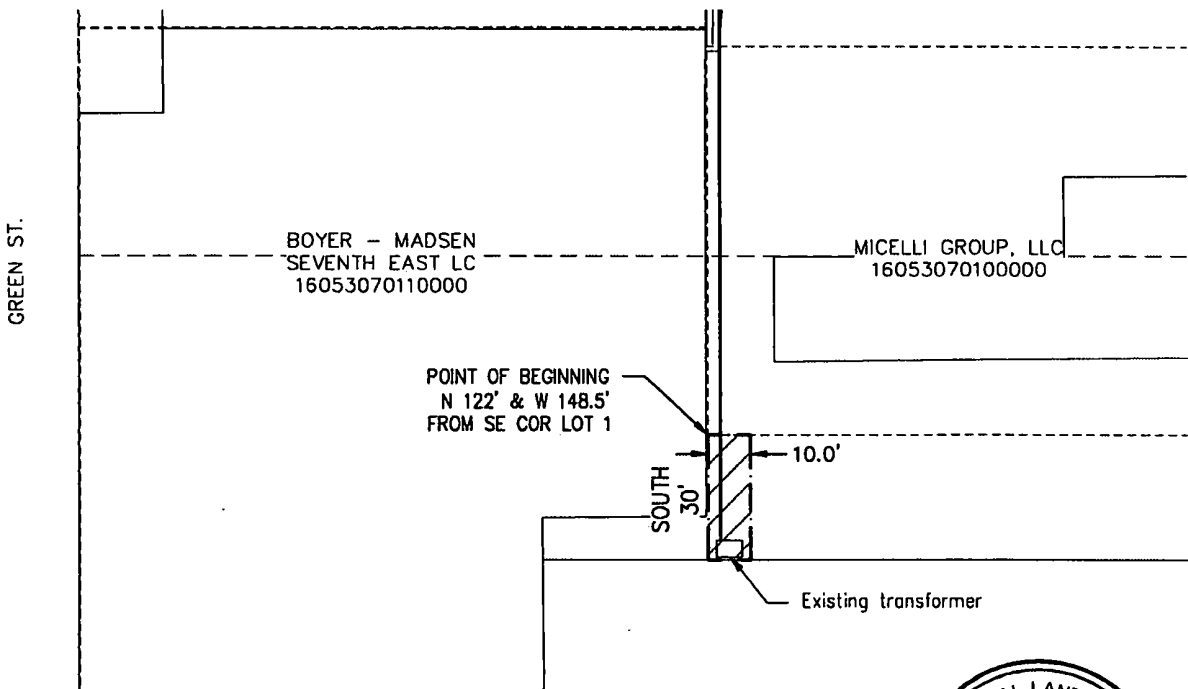
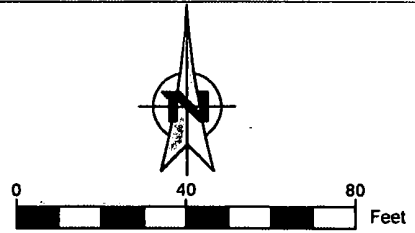
NOTARY PUBLIC FOR UTAH (state)  
Residing at: Salt Lake County (city, state)  
My Commission Expires: 1/22/22 (d/m/y)

**Property Description**

Lot 1, Block 32, Plat B,  
Salt Lake City Survey

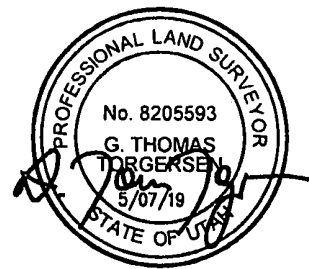
County: Salt Lake State: Utah

Parcel Number: 16053070110000



**LEGEND:**

- LOT OR BLOCK LINE
- BUILDING LINE
- DEED LINE
- x—x— FENCE
- PROPOSED UNDERGROUND POWER
- PROPOSED EASEMENT
- o EXISTING POLE



PREPARED BY:  
**TORGERSEN ENGINEERING**  
285 North 800 East (435) 893-0081  
Richfield, Utah 84701 www.TorgEng.com

CC#: 11441	WO#: 006607566
Landowner: Boyer-Madsen Seventh East	
Drawn by: RJB	Date: 5/07/19
Dwg.#: 19504.01	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**

Rev082710