

Return to:

Rocky Mountain Power  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116  
Parcel: 49-967-0002 and 49-967-  
0003

WO#:

RW#:

### **RIGHT OF WAY EASEMENT**

For value received, Pleasant Grove Title Holder I, LLC, a Utah limited liability company ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a perpetual right of way easement being a strip of land 10 feet in width, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit "**B**" attached hereto and by this reference made a part hereof:

#### **Legal Description:**

A perpetual right of way easement being a strip of land 10.00 - feet in width being a part of Lot 1 and Lot 2 Pen and Ink - Plat B recorded December 20, 2021 as Entry No. 162391:2021 having Map # 17914 in the Office of the Utah County Recorder. Said easement is located in the Southeast Quarter of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian. Said 10.00-foot wide strip of land lies 5.00 - feet on each side of the following described line:  
**Beginning** at a point on the westerly line of said Lot 2, Pen & Ink - Plat B, which is 76.75 feet S. 0°00'00" E. from a corner of Lot 2 also being 1022.13 feet S. 89°37'43" W. along the Quarter Section line and South 552.60 feet from the East Quarter corner of said Section 30; thence East 492.82 feet; thence North 44.35 feet; thence East 22.93 feet to the **Point of Terminus**.

The sidelines of said 10.00 wide strip of land shall be lengthened or shortened to begin on said westerly line of said Lot 2, Pen & Ink - Plat AB and terminate at right angles to said centerline. The above-described power easement contains 5,601 square feet in area or 0.129 acre, more or less.

**EXHIBIT "B"**: By this reference, made a part hereof.

**BASIS OF BEARING:** S. 89°37'43" W. per said Pen and Ink - Plat B along the Section line between the East Quarter and the West Quarter Corner of said Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian.

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 therefore) the future right to keep the right of way and adjacent lands 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), 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 21 day of JANUARY, 2022.

**GRANTOR**

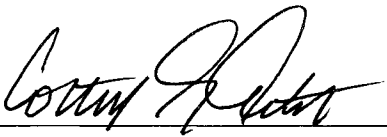
Pleasant Grove Title Holder I, LLC, a Utah limited liability company

BY: [Signature]  
Name: SCOTT SWALLOW  
Its: AUTHORIZED SIGNER / GENERAL COUNSEL

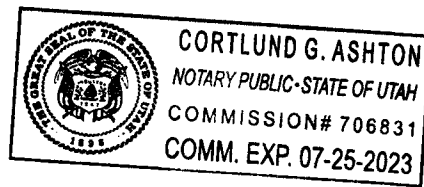
STATE OF UTAH

COUNTY OF SALT LAKE

On this 21 JANUARY 2022, before me, personally appeared SCOTT SWALLOW, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Pleasant Grove Title Holder I, LLC, a Utah limited liability company.

  
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Notary Public



# Property Description

Southeast Quarter, Section 30, Township 5 South, Range 2 East,  
 Salt Lake Base and Meridian  
 Utah County, State of Utah  
 Parcel Number: 49:967:0002; 49:967:0003



700 SOUTH STREET  
 (PUBLIC RIGHT OF WAY)

LOT 1  
 PEN & INK -PLAT A  
 E#202556, 2020, MAP#17454

PLEASANT GROVE  
 TITLE HOLDER I  
 38184-2021

LOT 1  
 PEN & INK PLAT B  
 E#162391, 2021, MAP#17914

PEN & INK LTD  
 14:057:0097

POB

Point of  
 Terminus

EAST 492.82'

NORTH 44.35'

EAST 22.93'

## LEGEND

- Parcel Boundary
- Adjacent Parcel
- Perpetual Easement
- Power Vault

LOT 2  
 PEN & INK -PLAT B  
 E#162391, 2021, MAP#17914

PLEASANT GROVE  
 TITLE HOLDER I  
 38184-2021

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CC#: WO#:  
 Landowner Name: Pleasant Grove Title Holder I  
 Drawn By: GGC

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 B**



SCALE: 1"=60 feet