

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Teria Walker

1407 West North Temple Ste. 110

Salt Lake City, UT 84116



ENT 13138:2022 PG 1 of 6  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Jan 31 1:43 pm FEE 40.00 BY CS  
RECORDED FOR ROCKY MOUNTAIN POWER

Project Name: TRI12 Key Bank 3PH

WO#: 8152744

RW#:

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, WGT American Fork Holdings, LLC ("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 200 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 Utah 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 LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT BEING NORTH 89°53'48" WEST 1190.97 FEET AND SOUTH 216.67 FEET FROM THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 60.41 FEET; THENCE EAST 101.07 FEET; THENCE SOUTH 10 FEET; THENCE WEST 111.07 FEET; THENCE NORTH 60.41 FEET; THENCE WEST 10.30 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 20.30 FEET TO THE POINT OF BEGINNING.

Assessor Parcel No.

13:042:0100 & 13:042:0074


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 31 day of JANUARY, 2022

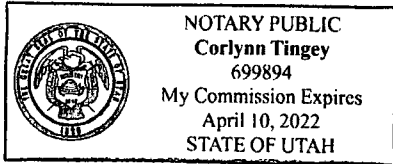
  
\_\_\_\_\_  
GRANTOR  
Manager  
\_\_\_\_\_  
~~GRANTOR~~ Title

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

STATE OF Utah )  
 ) ss.  
County of Davis )

On this 31 day of January, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Stephen Tate (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 WGT American Fork Holdings 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.



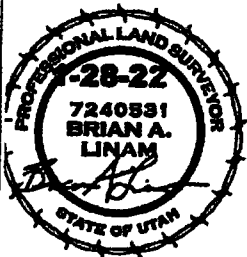
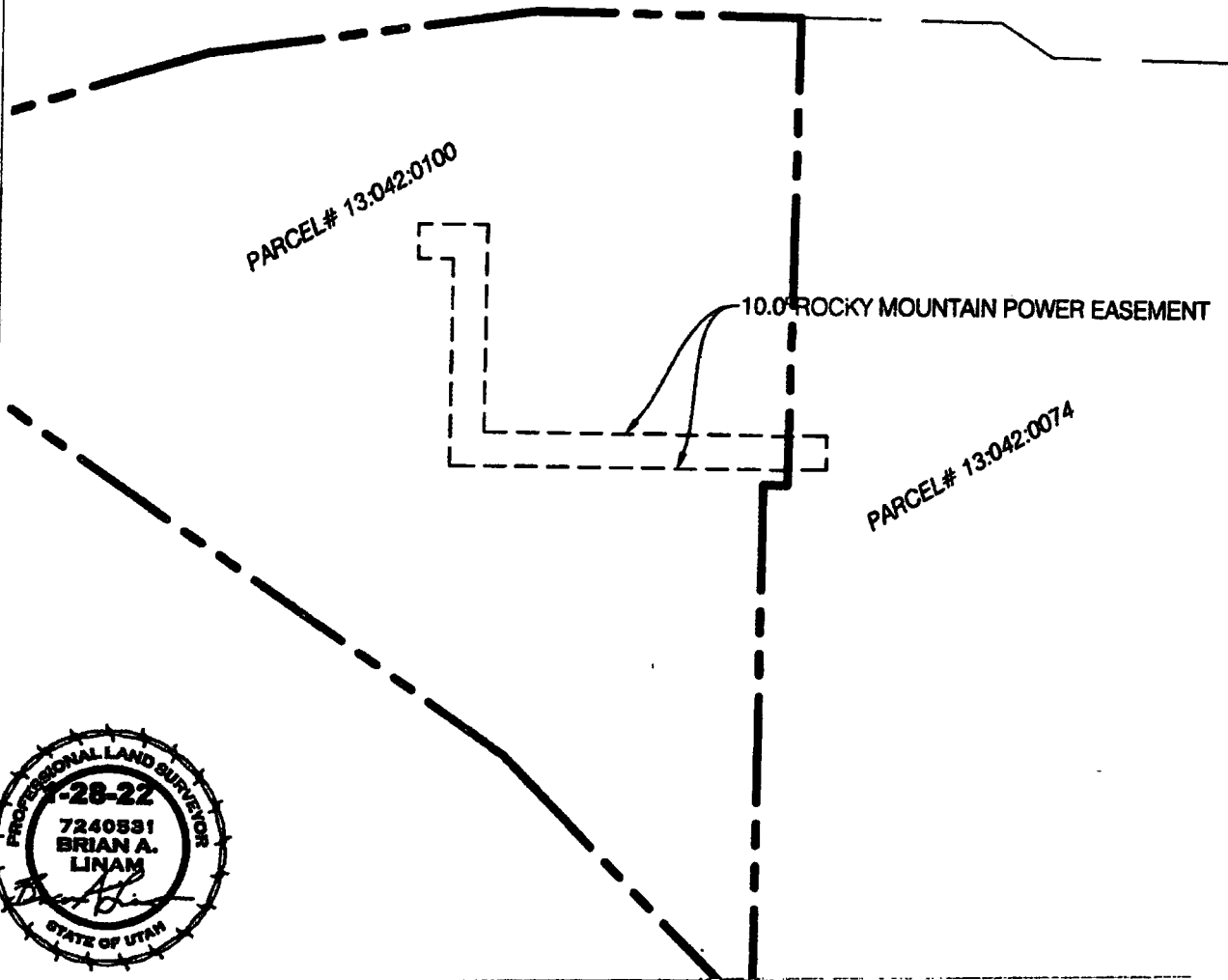
Corlynn Tingey  
(notary signature)  
NOTARY PUBLIC FOR Utah (state)  
Residing at: Centerville, Ut (city, state)  
My Commission Expires: 04-10-2022 (d/m/y)

### Property Description

Quarter: NE Section: 22 Township 5 S, Range 1 E,  
Salt Lake Base and Meridian  
County: Utah State: Utah  
Parcel Number: 13:042:0100 & 13:042:0074



(UDOT ROAD)



CC#: 11421 WO#:8152744

Landowner Name: WGT American Fork

Drawn by: 1909248at

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.

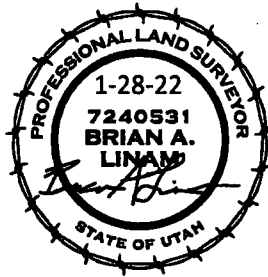
# EXHIBIT A



SCALE: 1" = 50'

AN EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 89°53'48" WEST 1190.97 FEET AND SOUTH 216.67 FEET FROM THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 60.41 FEET; THENCE EAST 101.07 FEET; THENCE SOUTH 10 FEET; THENCE WEST 111.07 FEET; THENCE NORTH 60.41 FEET; THENCE WEST 10.30 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 20.30 FEET TO THE POINT OF BEGINNING.

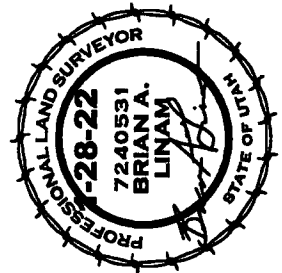
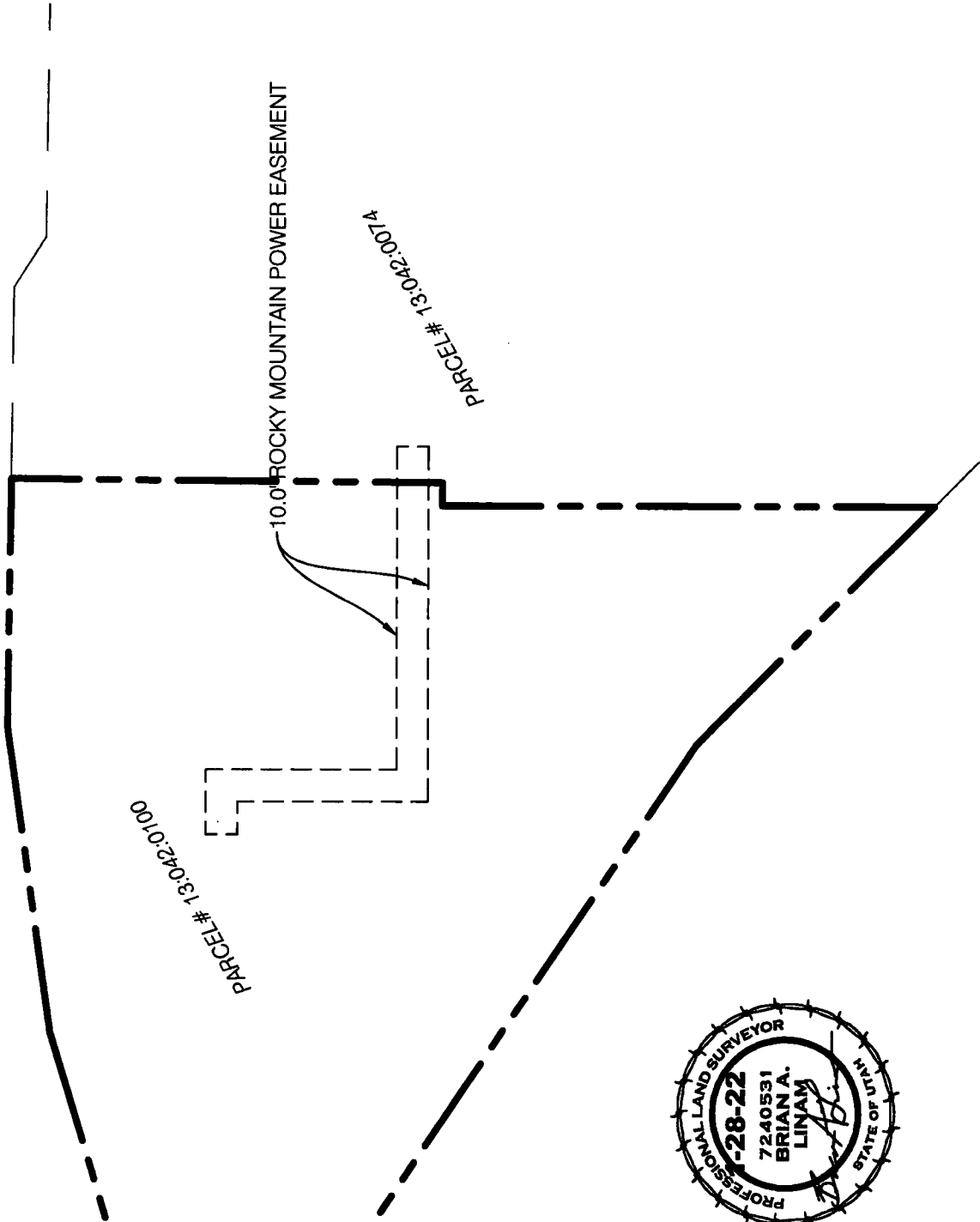


NORTH



EXHIBIT

MAIN STREET (SR-145)  
(UDOT ROAD)



SCALE: 1" = 50'		<b>WGT AMERICAN FORK HOLDINGS, LLC</b> 617 W MAIN ST AMERICAN FORK, UT	<b>EASEMENT</b>
DRAWN:	1/28/2022		
CHECKED:	1/28/2022		
APPROVED:	1/28/2022		