13796901 10/12/2021 4:46:00 PM \$40.00 Book - 11252 Pg - 9367-9370 RASHELLE HOBBS Recorder, Salt Lake County, UT RAY QUINNEY & NEBEKER BY: eCASH, DEPUTY - EF 4 P.

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

Project Name:

WO#: RW#:

GRANT OF RIGHT-OF-WAY EASEMENT

For value received, Herbert C. Livsey, as Personal Representative of the Estate of JoAnne L. Shrontz, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp and its successors and assigns, ("Grantee"), a non-exclusive perpetual easement (the "Easement") for a right-of-way 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 that certain portion of Grantor's real property in Salt Lake County, State of Utah described and depicted on Exhibit "A", attached hereto and by this reference made a part hereof (the "Easement Areas").

Assessor Parcel No. 30-04-101-014-0000

Together with the right of ingress and egress to the Easement Areas 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 Easement Areas 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 or Grantee place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height or the storage of any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the Easement Areas. Subject to the foregoing limitations, the surface of the Easement Areas may be used by Grantor for agricultural crops and other purposes not inconsistent 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 12th day of October, 2021.

GRANTOR:

THE ESTATE OF JOANNE L. SHRONTZ

Herbert C. Livsey, Personal Representative

ACKNOWLEDGMENT

STATE OF UTAH) : ss.
COUNTY OF SALT LAKE)

On this 17 day of _______, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Herbert C. Livsey, known or identified to me to be the person whose name is subscribed as the Personal Representative of the Estate of JoAnne L. Shrontz and acknowledged to me that he 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.

CHARLES H LIVSEY
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 09/25/2023
Commission # 708382

Notary Public

EXHIBIT "A"

Legal Description of the Easement Areas

New North Easement Area:

THE BASIS OF BEARING FOR THIS SURVEY IS BETWEEN THE FOUND MONUMENTS AT THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, WHICH BEARS SOUTH 89° 44' 00" WEST 2638.70 FEET.

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 85° 29' 58" EAST 3299.10 FEET FROM THE NORTH QUARTER CORNER SECTION 5 TOWNSHIP 3 SOUTH, RANGE 3 EAST SALT LAKE BASE AND MERIDIAN AND RUNNING:

THENCE SOUTH 51°51'19" EAST 30.06 FEET;

THENCE SOUTH 34°38'04" WEST 155.84 FEET;

THENCE SOUTH 44°22'37" WEST 396.92 FEET:

THENCE SOUTH 34°38'37" WEST 223.82 FEET TO A POINT OF A CURVE;

THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°26'22", A RADIUS OF 499.99 FEET, AN ARC LENGTH OF 30.02 FEET AND WHOSE LONG CHORD BEARS NORTH 56°52'40" WEST, A DISTANCE OF 30.01 FEET TO A POINT OF TANGENT:

THENCE NORTH 34°38'37" EAST 227.17 FEET;

THENCE NORTH 44°22' 37" EAST 396.91 FEET;

THENCE NORTH 34°38'04" EAST 155.13 FEET TO THE POINT OF BEGINNING.

New South Easement Area:

THE BASIS OF BEARING FOR THIS SURVEY IS BETWEEN THE FOUND MONUMENTS AT THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, WHICH BEARS SOUTH 89°44'00" WEST 2638.70 FEET.

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 72°56'46" EAST 2922.54 FEET FROM THE NORTH QUARTER CORNER SECTION 5 TOWNSHIP 3 SOUTH, RANGE 3 EAST SALT LAKE BASE AND MERIDIAN AND RUNNING:

ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03°26'22", A RADIUS OF 499.99 FEET, AN ARC LENGTH OF 30.02 FEET AND WHOSE LONG CHORD BEARS SOUTH 56°52'40" EAST, A DISTANCE OF 30.01 FEET TO A POINT OF TANGENT;

THENCE SOUTH 34°38'37" WEST 15.00 FEET;

THENCE SOUTH 38°31'17" WEST 262.05 FEET;

THENCE NORTH 00°34'09" EAST 48.78 FEET;

THENCE NORTH 38°31'17" EAST 222.57 FEET;

THENCE NORTH 34°38'37" EAST 13.19 FEET TO THE POINT OF BEGINNING.

[Depiction on Following Page]

Page 3 of 4

Depiction of the Easement Areas

The Easement Areas are more particularly depicted as the "NEW NORTH EASEMENT" and the "NEW SOUTH EASEMENT" in the following depiction:

