



REV05042015

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

Project Name: Daybreak Parkway at Soda Row
WO#: 8099018
RW#:

RIGHT OF WAY EASEMENT

For value received, VP Daybreak Operations 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 271 feet in length, 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 Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Legal Description:

BEGINNING AT A POINT BEING 238.06 FEET SOUTH 89°52'04" EAST AND 3243.59 FEET NORTH 00°07'56" EAST FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 38°54'53" WEST 0.41 FEET; THENCE NORTH 54°54'58" EAST 10.01 FEET; THENCE SOUTH 36°54'53" EAST 9.59 FEET; THENCE SOUTH 50°07'44" WEST 203.02 FEET; THENCE SOUTH 35°13'06" WEST 41.65 FEET; THENCE NORTH 42°53'20" WEST 10.22 FEET; THENCE NORTH 35°13'06" EAST 40.85 FEET; THENCE NORTH 50°07'44" EAST 194.83 FEET TO THE POINT OF BEGINNING.

Assessor Parcel No. 27-19-154-035

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.

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Dated this 16 day of February, 2022.

GRANTOR:

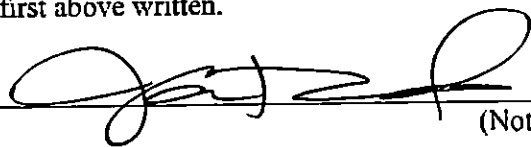
VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: 
Name: Brad Holmes
Title: president

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

On this 16 day of February, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Brad Holmes (name), known or identified to me to be the President (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 VP Daybreak Operations (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.

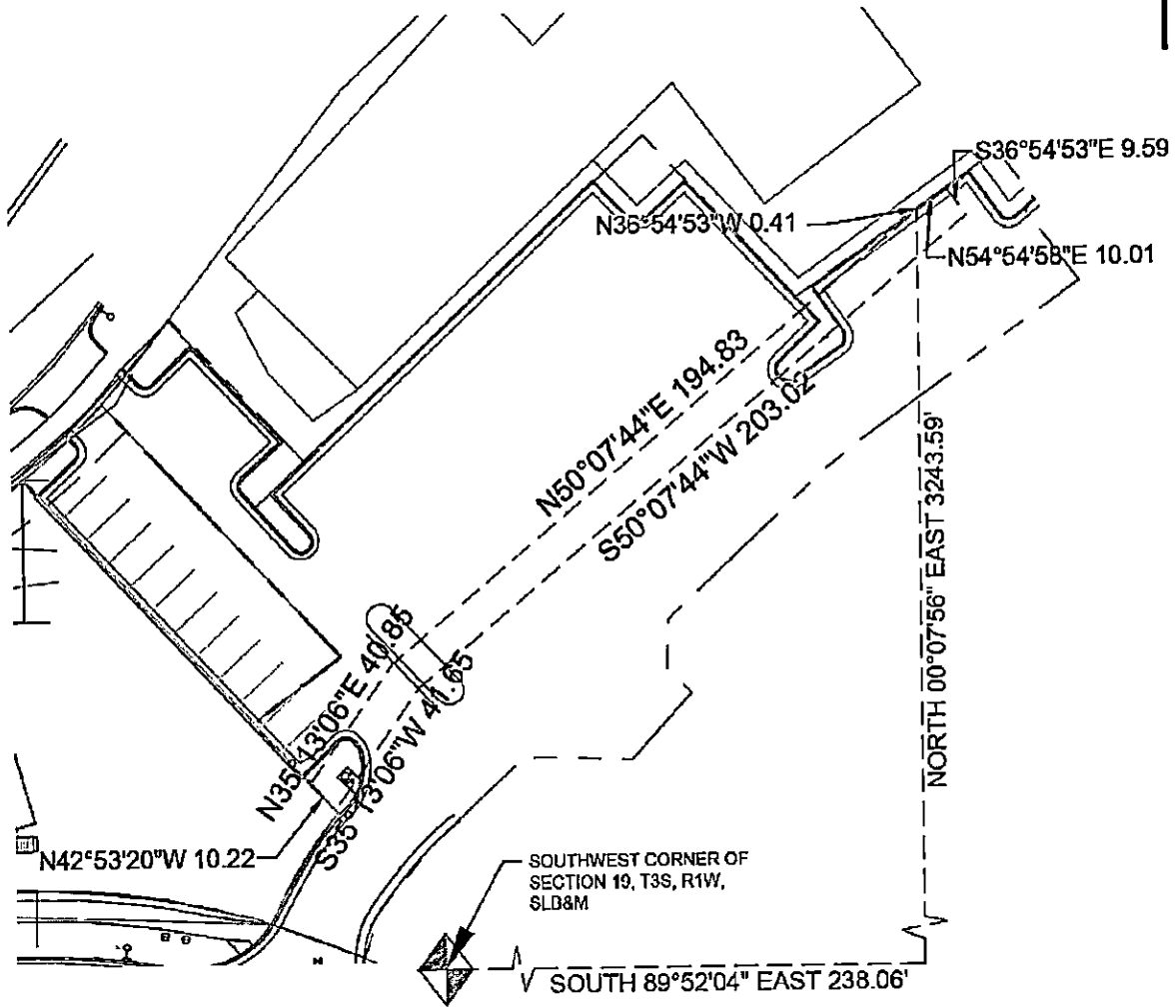

(Notary Signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City, Utah (city, state)
My Commission Expires: 05-03-2023 (d/m/y)

Property Description

Quarter: _____ Quarter: NW1\4 Section: 19 Township 3 S,
 Range 1 W, SALT LAKE BASE AND Meridian
 County: SALT LAKE State: UT
 Parcel Number: 27191540350000



CC#: WO#: **8099018**
 Landowner Name: VP DAYBREAK OPERATIONS, LLC
 Drawn by: MCS

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'