

REV05042015

Return to:

Rocky Mountain Power  
Lisa Louder/Andrew McKelvie  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: SRZ19: DB Trail Xing – 4 unit commercial  
WO#: 7237577  
RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **DB Trail Crossing 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 80 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:

A TEN-FOOT-WIDE POWER EASEMENT LOCATED IN LOT C105A, KENNECOTT DAYBREAK VILLAGE 7A PLAT 1, 1<sup>ST</sup> AMENDED, A SUBDIVISION ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2019P, AT PAGE 291, THE SIDE LINES OF SAID EASEMENT BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT SOUTH 18.08 FEET ALONG THE WEST LINE OF SAID LOT C105A AND EAST 5.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT C105A, AND RUNNING THENCE SOUTH 78.57 FEET TO THE POINT OF TERMINUS.

Assessor Parcel No.                      26 24 353 010 0000


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 19<sup>th</sup> day of August, 2024.

  
Holtan Hunsaker CFO  
**DB Trail Crossing LLC GRANTOR**

**DB Trail Crossing LLC GRANTOR**

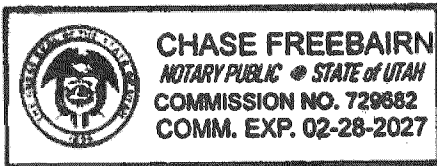
STATE OF Utah )  
 ) ss.  
County of Davis )

On this 19<sup>th</sup> day of August, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Holtan Hunsaker (name), known or identified to me to be the CFO, through affiliate (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 DB Trail Crossing, 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.



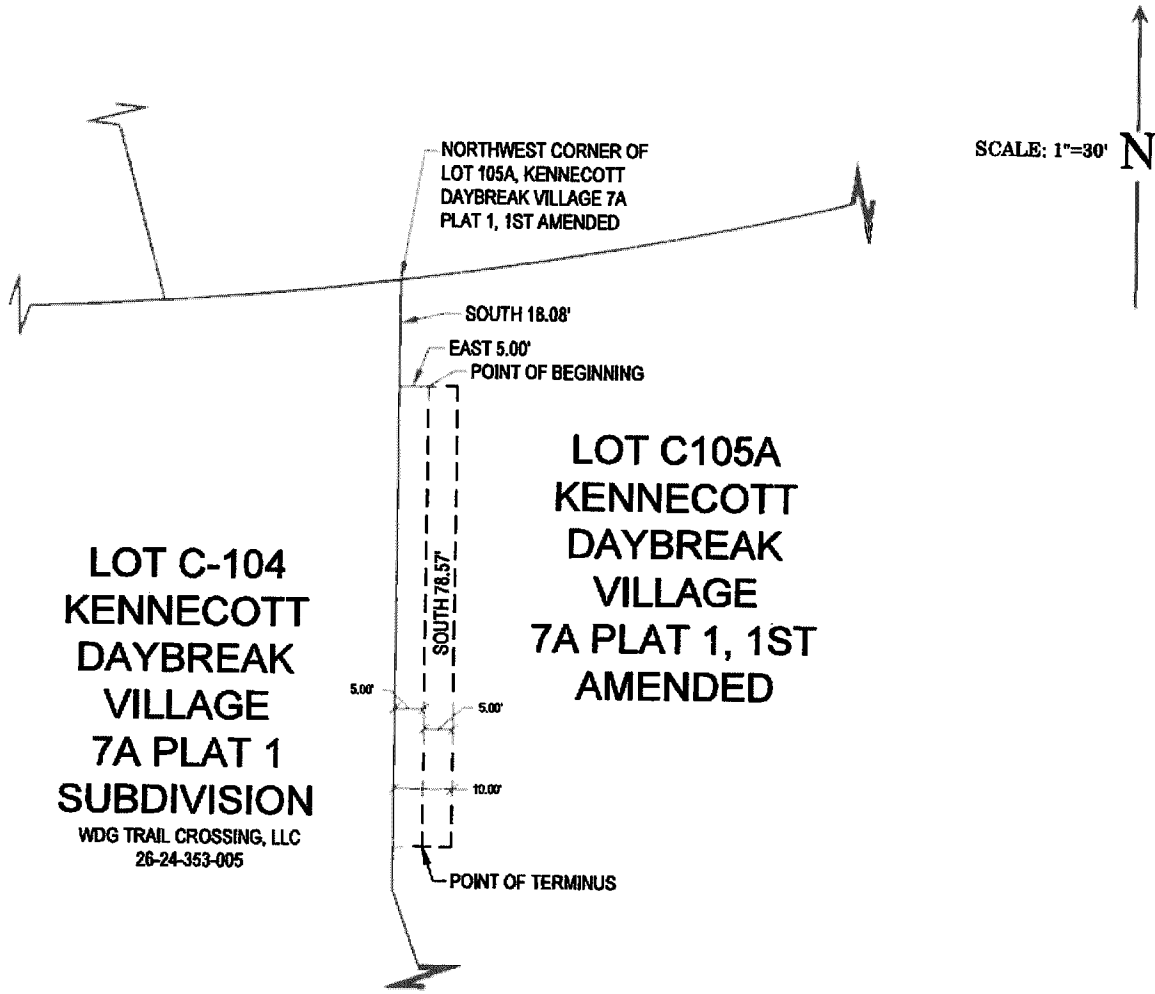
(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Layton, Davis, Utah (city, state)  
My Commission Expires: 02-28-2027 (d/m/y)

**Property Description**

Quarter: SW Quarter: Section 24 Township 3 (S)  
 Range 2 (W) SALT LAKE BASE & MERIDIAN  
 County SALT LAKE State: UTAH  
 Parcel Number: 26-24-353-010



CC#: 11431 WO#: 7237577  
 Landowner Name: DB TRAIL CROSSING LLC  
 Drawn by: KSL

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"=30'