

REV05042015

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



ENT 144928:2021 PG 1 of 4  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Aug 19 9:02 am FEE 40.00 BY LT  
RECORDED FOR ROCKY MOUNTAIN POWER

Project Name: Pen and Ink Subdivision UG Ease  
WO#: AMEROW  
RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Pleasant Grove Title Holder I, 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 82.6 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:

A right of way over the west 10 feet of the Grantor’s land, being parallel to and 10 feet perpendicularly distant east of the following described west boundary line:

Beginning at the southwest corner of the Grantor’s land said southwest corner also being the southwest corner of Lot B, Pen and Ink Plat “A” Subdivision, thence N.0°20’45”E. 82.6 feet, more or less, along said west boundary line, being on said land, and being in said Lot B in the SW ¼ of the SE ¼ of Section 30. T. 5 S., R. 2 E., S.L.M.

Assessor Parcel No.                      49:944:0003

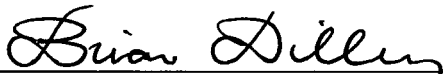
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, 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 11 day of August, 2021.



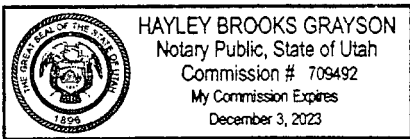
Pleasant Grove Title Holder I, LLC GRANTOR

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

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

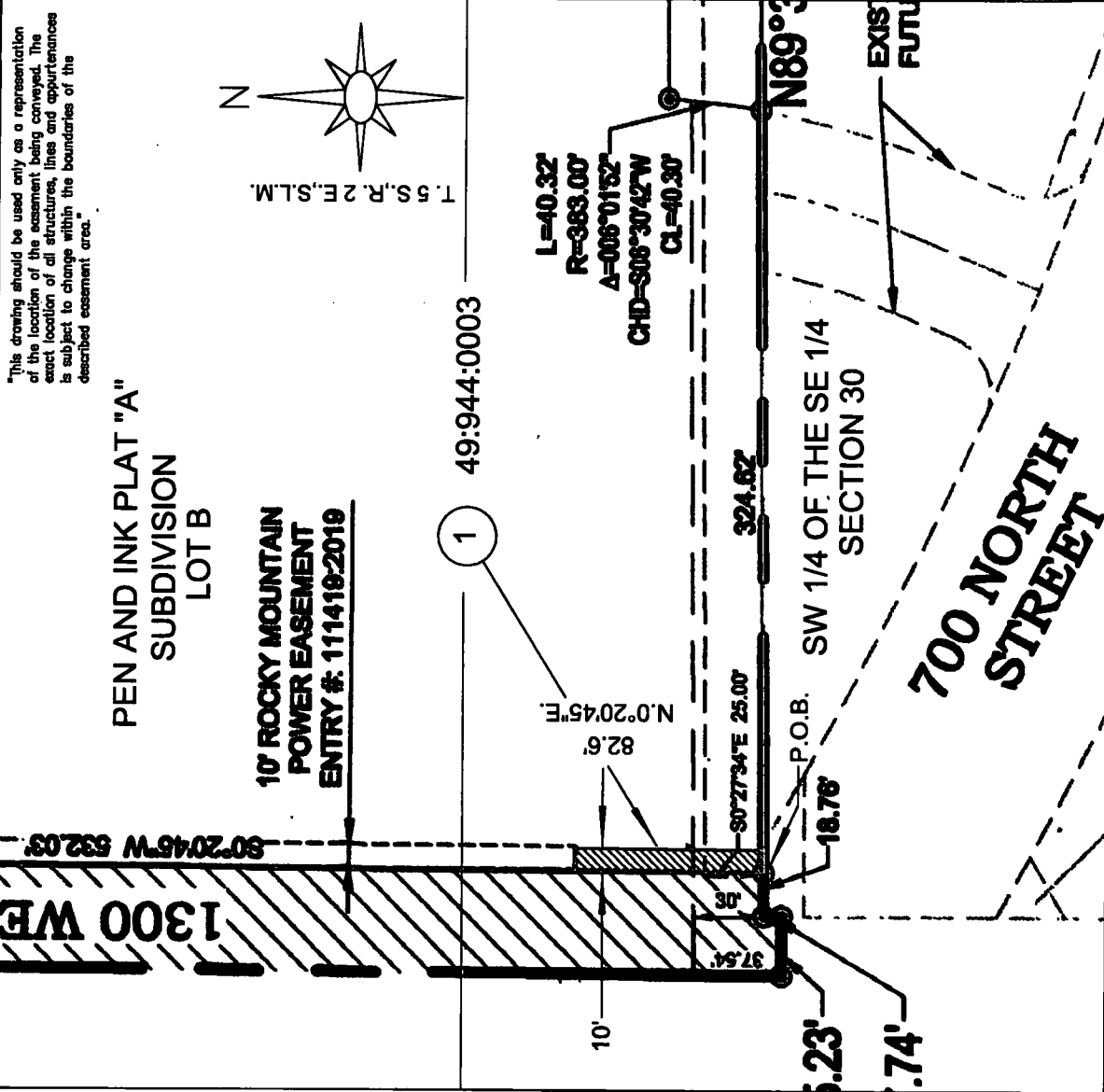
On this 11 day of August, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Brian Dilley (name), known or identified to me to be the Authorized signer (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Pleasant Grove Title Holder 1, 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.

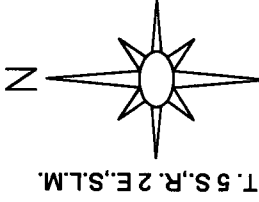


Hayley B. Grayson  
(notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, UT (city, state)  
My Commission Expires: 03/12/2023 (d/m/y)



"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."



T. 55 S., R. 2 E., S. 1 M.

49:944:0003

1

L=40.32'  
R=368.00'  
Δ=008°01'52"  
CHD=S08°30'42"W  
CL=40.30'

N.0°20'45"E.

324.82'

P.O.B. SW 1/4 OF THE SE 1/4 SECTION 30

18.76'

37.54'

30°27'34"E 25.00'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

10'

EXIS  
FUTU

**700 NORTH STREET**

**ROCKY MOUNTAIN POWER**

**REAL ESTATE TRANSACTIONS**

**APPROVAL ROGER RIGBY**

**DIRECTOR REAL ESTATE TRANSACTIONS**

**AUGUST 9, 2021**

**SPONSOR: D. RODEBACK**

**SURVEYED BY: U.P.J.L.**

**DRAWN BY: W.T.L.**

**CHECKED BY:**

**PLOT SCALE: 1 = 1**

**ON THE LEFT HAND SIDE OF THE EASEMENT AND ON THE RIGHT HAND SIDE**

**EXHIBIT "A"**

**UNDERGROUND EASEMENT ACROSS PEN AND INK SUBDIVISION PLAT "A" LOT B PLEASANT GROVE CITY, UTAH COUNTY, UTAH**

**SCALE: 1" = 200'**

**SHEET 1 OF 1**

**REV. WO AMEROW**