

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Maile Hardisty

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Ent 552500 Bk 957 Pg 669 - 671
Date: 18-DEC-2023 4:03:56PM
Fee: \$40.00 Check Filed By: LWD
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: MSC INVESTMENT GROUP

Project Name:

WO#: 007121882

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Moab Real Estate Development LLC, a Utah limited liability company, ("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 247 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 **Grand County, State of Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **SEE EXHIBIT A**, attached hereto and by this reference made a part hereof:

Parcel No: 01-0B01-0011

Legal Description:

A 10' wide power easement, located within the Southeast Quarter of Section 1, Township 26 South, Range 21 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 231.20 feet from the Northwest corner of Block 1, Moab Townsite and proceeding thence East 89.00 feet; thence South 89°57'00" East 158.00 feet; thence North 00°01'10" East 10.00 feet; thence North 89°57'00" West 158.00 feet; thence West 89.00 feet; thence South 10.00 feet to the point of beginning, having an area of 2,470 Sq. feet.

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 13th day of December, 2023.

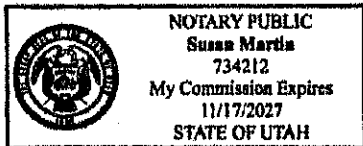
[Signature]
Manager: Wimesh Chaudhari (print)
Manager of Moab Real Estate Development, LLC, A Utah
Limited liability company
GRANTOR

Acknowledgment:

STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 13 day of DECEMBER, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NIMESH CHAUDHARI, Manager of the Moab Real Estate Development, LLC, a Utah limited liability company, and any amendments thereto, 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.



[Signature]
(Notary Signature)
NOTARY PUBLIC FOR UTAH (state)
Residing at: SANDY ZIONS BANK, SANDY UT city, state)
My Commission Expires: 11/17/27 (d/m/y)

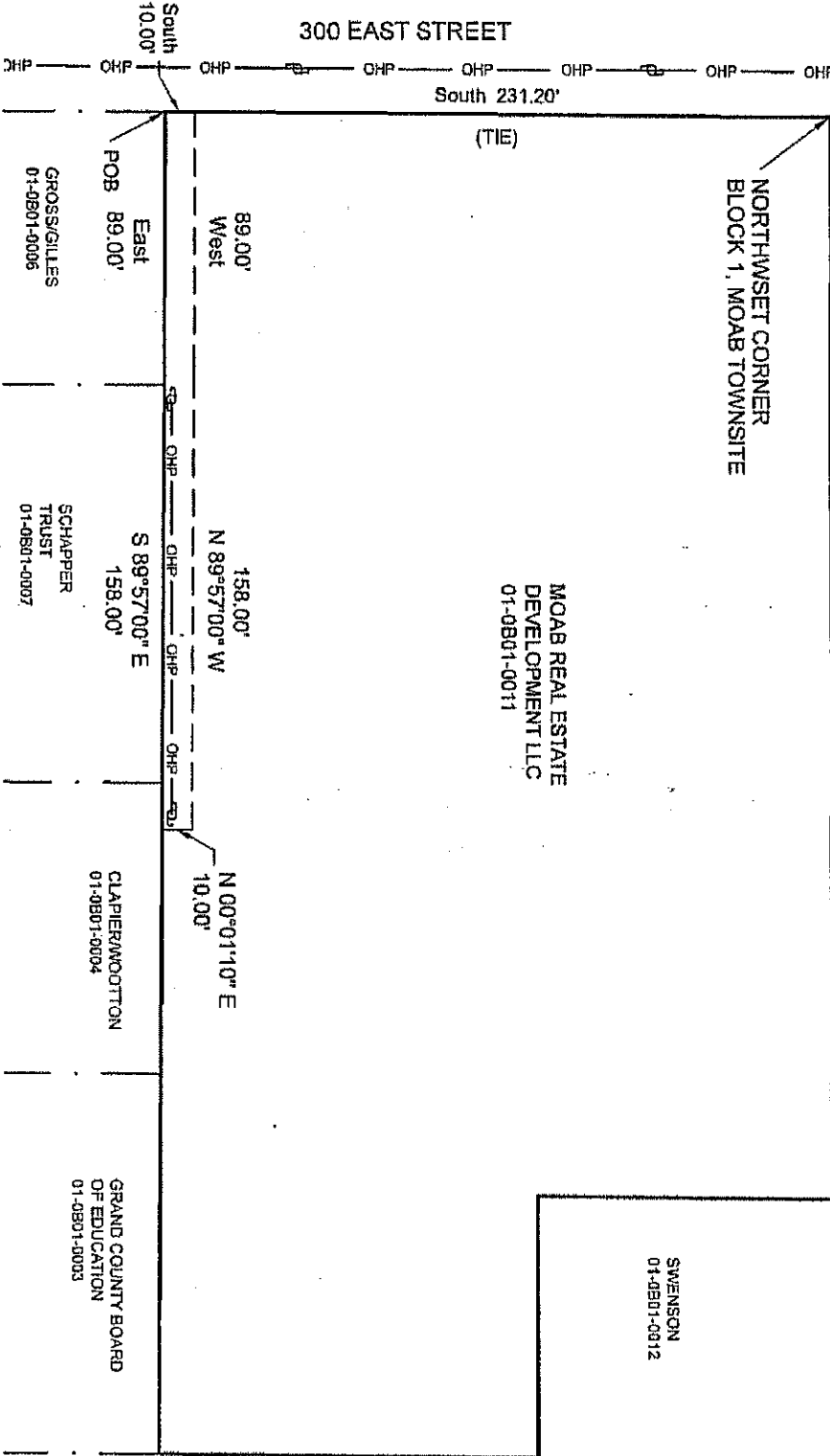
PROPERTY DESCRIPTION

Quarter: SE, Section: 1, Township: 26S, Range: 21E, Salt Lake Base and Meridan, Grand County, State of Utah.
 Map / Tax Lot or Parcel No.: 01-0B01-0011

200 SOUTH STREET



300 EAST STREET
 South 231.20'



MOAB REAL ESTATE
 DEVELOPMENT LLC
 01-0B01-0011

SWENSON
 01-0B01-0012

400 EAST STREET

Ent 552500 Bk 957 Pg 671



CC#: WO#: 007121882

Landowner Name: Moab Real Estate Development LLC

Drawn by: LB

EXHIBIT A
PACIFIC POWER
 A DIVISION OF PACIFICORP

This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.