



ENT 74003=2024 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Oct 24 12:46 PM FEE 40.00 BY AC
RECORDED FOR GWC CAPITAL

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: [STOCKMAN FLATS]
WO#:
RW#:

Assessor Parcel No. 21:090:0003

RIGHT OF WAY EASEMENT

For value received, **Lynn & Sharon Properties LLC**, a Utah limited liability company (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), a non-exclusive easement for a right of way more particularly described below and as shown and shaded as the “West (1) Transmission Easement” on Exhibit A attached hereto and by this reference made a part hereof (“Easement Area”), 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 Easement Area; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows:

Legal Description of Easement Area: See Exhibit B attached hereto and by this reference made a part hereof.

Together with the right of access to the Easement Area 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 Area clear of all brush, trees, timber, structures, buildings and other hazards which might reasonably 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 Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used 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.

[Signature and Acknowledgment Follow]

Dated this 19 day of August, 2024

GRANTOR:

LYNN & SHARON PROPERTIES LLC, a Utah limited liability company

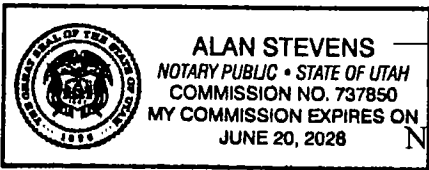
By: [Signature]
Name: Lynn R. Hales
Title: Manager

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of Utah) ss.)

On this 19 day of August, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Lynn R. Hales (name), known or identified to me to be the Manager (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 **Lynn & Sharon Properties LLC**, a Utah limited liability company, and acknowledged to me that said entity executed the same.

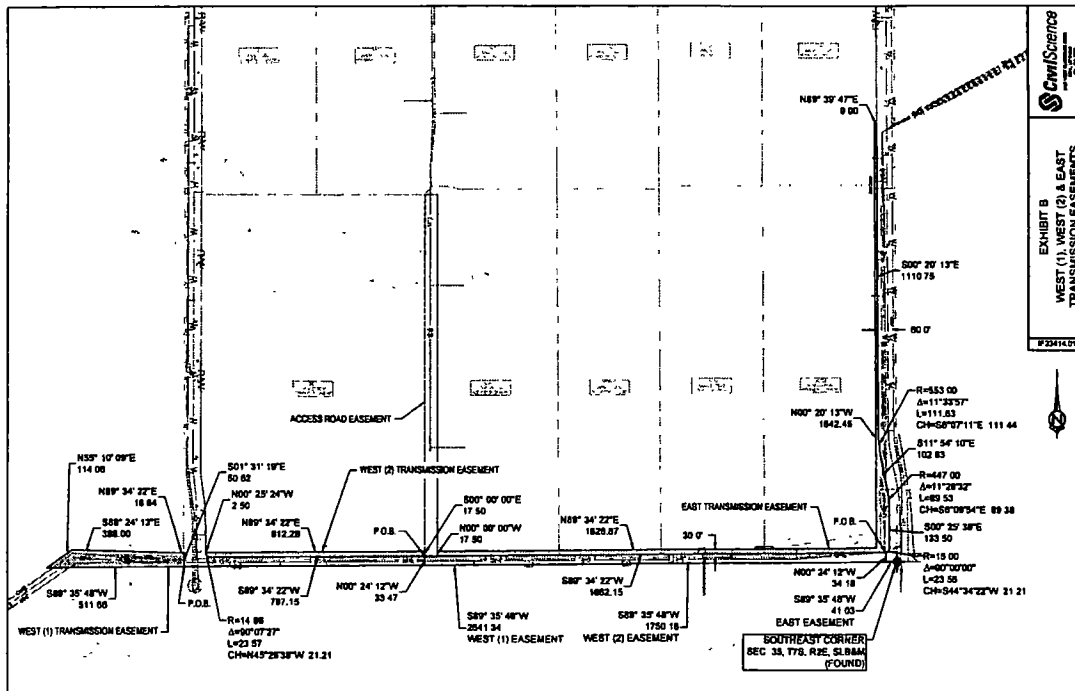
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Spanish Fork, Utah (city, state)
My Commission Expires: 6/20/28 (d/m/y)

EXHIBIT A



CivilScience

3160 W. Clubhouse Drive, Ste. 200
Lehi, UT 84042
P: (801) 766-7300 | F: (801) 766-5100

1051 S. Dixie Drive, Ste. 150
St. George, UT 84770
P: (435) 634-0009

405 Main Street, Ste. 1000
Salt Lake City, UT 84111
P: (801) 537-2099

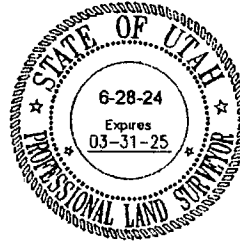


EXHIBIT B

B.1 - WEST (1) TRANSMISSION EASEMENT

FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 89°35'48" W, 2,641.34 FEET TO THE POINT OF BEGINNING. RUNNING THENCE S 89°35'48" W, 511.66 FEET; THENCE N 55°10'09" E, 114.06 FEET; THENCE S 88°24'13" E, 398.00 FEET; THENCE N 89°34'22" E, 18.84 FEET; THENCE S 1°31'19" E, 50.62 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 26,899 SQ. FT. (0.62 ACRES), MORE OR LESS.



www.civilscience.com

