

REV05042015

Return to:

Rocky Mountain Power
Lisa Louder/ *Dave Denton*
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

12579363
07/20/2017 12:35 PM \$16.00
Book - 10579 Pg - 7527-7530
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: CBA, DEPUTY - WI 4 P.

Project Name:

WO#: 6267620

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **KZT UTAH, LLC** and **NORTH TEMPLE, LLC** ("Grantors"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 5 feet in width and 151.68 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: The Easterly five (5) feet of Adjusted Lot 3, Chars S. Desky's Fourth Addition to Salt Lake City, Amended & Extended, more particularly described as follows:

Beginning at the Northeast corner of Lot 4, Chars S. Desky's Fourth Addition to Salt Lake City, Amended & Extended, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder (Entry No. 12130004, Book 2015, Page 211, filed September 10, 2015), said point being located North 00°00'00" East 1,564.05 feet and North 90°00'00" West 108.48 feet from the South quarter corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian (a found brass cap survey marker, Salt Lake County monument no. 1N1W3402, located at 000 N. 1700 W.), said point also being on the westerly right of way line of Redwood Road; thence South 89°58'38" West a distance 5.00 feet; thence North 00°24'48" West a distance of 151.63 feet; thence North 89°58'38" East a distance of 5.00 feet to a point on the Westerly right of way line of said Redwood Road, said point also being on a 22,865.31 foot radius curve to the right, the center of which bears South 89°23'47" West; thence along the westerly right of way line of said Redwood Road and along the arc of said curve a distance of 151.68 feet through a central angle of 0°22'48" to the point of beginning.

Contains: 771.00 square feet more or less.

[Faint, illegible text]

Assessor Parcel No.

08-34-331-041-0000

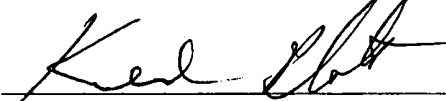
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, 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 21st day of June, 2017.



KZT UTAH, LLC GRANTOR, by Keith Plotte / manager



NORTH TEMPLE, LLC GRANTOR, by Keith Plotte / manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California
County of Santa Clara

On June 21, 2017 before me, Linda K. Lloyd, Notary Public
(insert name and title of the officer)

personally appeared KEITH D. PLOTTEL
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

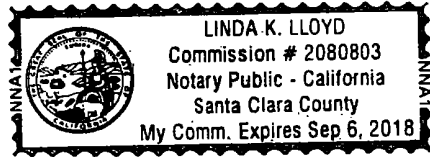


EXHIBIT A

