

REV05042015

Return to:
Rocky Mountain Power
Craig Reid
2217 W Kittyhawk Dr
Cedar City, UT 84721

Project Name: Condor Development INC.
WO#: 8095747
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT
cci

For value received, **CANDOR DEVELOPMENT, INCORPORATED, A UTAH CORPORATION** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 20 feet in width and 670 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 **IRON** 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:

20' WIDE UTILITY EASEMENT FOR ROCKY MOUNTAIN POWER FROM CANDOR DEVELOPMENT, INC

10' EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE - BEGINNING AT A POINT N0°08'36"W, 1347.46 FEET ALONG THE SECTION LINE AND N00°00'00"E 286.19 FEET FROM THE EAST 1/4 CORNER OF SECTION 9, T36S, R11W, SLB&M, SAID POINT BEING LOCATED ON THE WEST LINE OF AIRPORT ROAD; THENCE S89°19'56"W, 549.38 FEET; THENCE N0°40'04"W, 120.10 FEET TO THE POINT OF ENDING.

Assessor Parcel No. D-0967-0003-0000, D-0967-0002-0000 and D-0985-0001-0000

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 4TH day of FEBRUARY, 2022.

GRANTOR(S):
CANDOR DEVELOPMENT, INCORPORATED, A UTAH CORPORATION

[Signature]
Kellen Leavitt, President

[Signature]
Andrew Kudelka, Director

THE PAUL R. LUNT TRUST FBO RAY EUGENE LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006

Ray Eugene Lunt, Trustee

THE PAUL R. LUNT TRUST FBO MARCUS PAUL LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006

Marcus Paul Lunt, Trustee

THE PAUL R. LUNT TRUST FBO CHRIS HUNTER LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006

Chris Hunter Lunt, Trustee

00786552 B: 1596 P: 246

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of Salt Lake) ss.

On this 4 day of February, 2022, before me, the undersigned Notary Public in and for said State, personally appeared **KELLEN LEAVITT**, known or identified to me to be the **DIRECTOR** that executed the instrument or the person who executed the instrument on behalf of **CANDOR DEVELOPMENT, INCORPORATED**, 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.

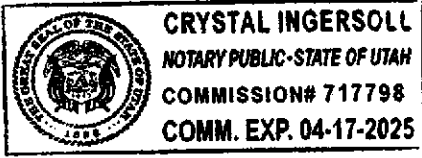


[Signature] (notary signature)
NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City, UT (city, state)
My Commission Expires 04/17/2025 (d/m/y)

STATE OF Utah)
County of Salt Lake) ss.

On this 4 day of February, 2022 before me, the undersigned Notary

Public in and for said State, personally appeared **ANDREW KUDELKA**, known or identified to me to be the **DIRECTOR** that executed the instrument or the person who executed the instrument on behalf of **CANDOR DEVELOPMENT, INCORPORATED**, 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.



Crystal Ingersoll

(notary signature)
NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City, UT (city, state)
My Commission Expires: 04/17/2025 (d/m/y)

Acknowledgment by Trustee, or Other Official or Representative Capacity:

State of _____)
ss.

County of _____)

On the _____ day of _____, 20____, personally appeared before me RAY EUGENE LUNT as Trustee of THE PAUL R. LUNT TRUST FBO RAY EUGENE LUNT DATED THE 24TH DAY OF NOVEMBER, 2006, who acknowledged to me that he executed it in such capacity with authority to do so.

(notary signature)
NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

State of _____)
ss.

County of _____)

On the _____ day of _____, 20____, personally appeared before me MARCUS PAUL LUNT as Trustee of THE PAUL R. LUNT TRUST FBO MARCUS PAUL LUNT DATED THE 24TH DAY OF NOVEMBER, 2006, who acknowledged to me that he executed it in such capacity with authority to do so.

(notary signature)
NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

State of _____)
ss.

County of _____)

On the _____ day of _____, 20____, personally appeared before me CHRIS HUNTER LUNT as Trustee of THE PAUL R. LUNT TRUST FBO CHRIS HUNTER LUNT DATED THE 24TH DAY OF NOVEMBER, 2006, who acknowledged to me that he executed it in such capacity with authority to do so.

(notary signature)
NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

REV05042015

Return to:
Rocky Mountain Power
Craig Reid
2217 W Kittyhawk Dr
Cedar City, UT 84721

Project Name: Condor Development INC.
WO#: 8095747
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Assessor Parcel No. D-0967-0003-0000, D-0967-0002-0000 and D-0985-0001-0000

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Dated this 4TH day of FEBRUARY, 2022.

GRANTOR(S):

CANDOR DEVELOPMENT, INCORPORATED, A UTAH CORPORATION

Kellen Leavitt, President

Andrew Kudelka, Director

THE PAUL R. LUNT TRUST FBO RAY EUGENE LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006



Ray Eugene Lunt, Trustee

THE PAUL R. LUNT TRUST FBO MARCUS PAUL LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006

Marcus Paul Lunt, Trustee

THE PAUL R. LUNT TRUST FBO CHRIS HUNTER LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006

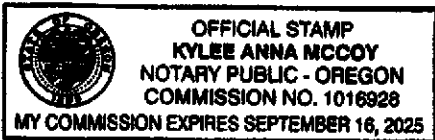
Chris Hunter Lunt, Trustee

Acknowledgment by Trustee, or Other Official or Representative Capacity:

State of OR)
ss.

County of Marion)

On the 5th day of February, 2022, personally appeared before me RAY EUGENE LUNT as Trustee of THE PAUL R. LUNT TRUST FBO RAY EUGENE LUNT DATED THE 24TH DAY OF NOVEMBER, 2006, who acknowledged to me that he executed it in such capacity with authority to do so.



[Signature] (notary signature)
NOTARY PUBLIC FOR OR (state)
Residing at: Salem Oregon (city, state)
My Commission Expires: sep. 16, 2025 (d/m/y)

State of _____)
ss.

County of _____)

On the _____ day of _____, 20____, personally appeared before me MARCUS PAUL LUNT as Trustee of THE PAUL R. LUNT TRUST FBO MARCUS PAUL LUNT DATED THE 24TH DAY OF NOVEMBER, 2006, who acknowledged to me that he executed it in such capacity with authority to do so.

(notary signature)
NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

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 4TH day of FEBRUARY, 2022.

GRANTOR(S):

CANDOR DEVELOPMENT, INCORPORATED, A UTAH CORPORATION

Kellen Leavitt, President

Andrew Kudelka, Director

THE PAUL R. LUNT TRUST FBO RAY EUGENE LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006

Ray Eugene Lunt, Trustee

THE PAUL R. LUNT TRUST FBO MARCUS PAUL LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006



Marcus Paul Lunt, Trustee

THE PAUL R. LUNT TRUST FBO CHRIS HUNTER LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006

Chris Hunter Lunt, Trustee

Acknowledgment by Trustee, or Other Official or Representative Capacity:

State of _____)

ss.

County of _____)

On the _____ day of _____, 20____, personally appeared before me RAY EUGENE LUNT as Trustee of THE PAUL R. LUNT TRUST FBO RAY EUGENE LUNT DATED THE 24TH DAY OF NOVEMBER, 2006, who acknowledged to me that he executed it in such capacity with authority to do so.

(notary signature)

NOTARY PUBLIC FOR _____ (state)

Residing at: _____ (city, state)

My Commission Expires: _____ (d/m/y)

State of Utah)

ss.

County of Utah)

On the 7 day of February, 2022, personally appeared before me MARCUS PAUL LUNT as Trustee of THE PAUL R. LUNT TRUST FBO MARCUS PAUL LUNT DATED THE 24TH DAY OF NOVEMBER, 2006, who acknowledged to me that he executed it in such capacity with authority to do so.



(notary signature)

NOTARY PUBLIC FOR Utah (state)

Residing at: Eagle Mtn (city, state)

My Commission Expires: August 14, 2022 (d/m/y)



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 4th day of FEBRUARY, 2022.

GRANTOR(S):

CANDOR DEVELOPMENT, INCORPORATED, A UTAH CORPORATION

Kellen Leavitt, President

Andrew Kudelka, Director

THE PAUL R. LUNT TRUST FBO RAY EUGENE LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006

Ray Eugene Lunt, Trustee

THE PAUL R. LUNT TRUST FBO MARCUS PAUL LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006

Marcus Paul Lunt, Trustee

THE PAUL R. LUNT TRUST FBO CHRIS HUNTER LUNT
DATED THE 24TH DAY OF NOVEMBER, 2006



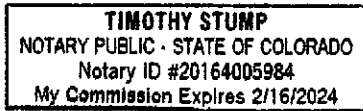
Chris Hunter Lunt, Trustee

State of Colorado)

ss.

County of Arapahoe)

On the 7th day of February, 2022, personally appeared before me CHRIS HUNTER LUNT as Trustee of THE PAUL R. LUNT TRUST FBO CHRIS HUNTER LUNT DATED THE 24TH DAY OF NOVEMBER, 2006, who acknowledged to me that he executed it in such capacity with authority to do so.



Timothy Stump

(notary signature)

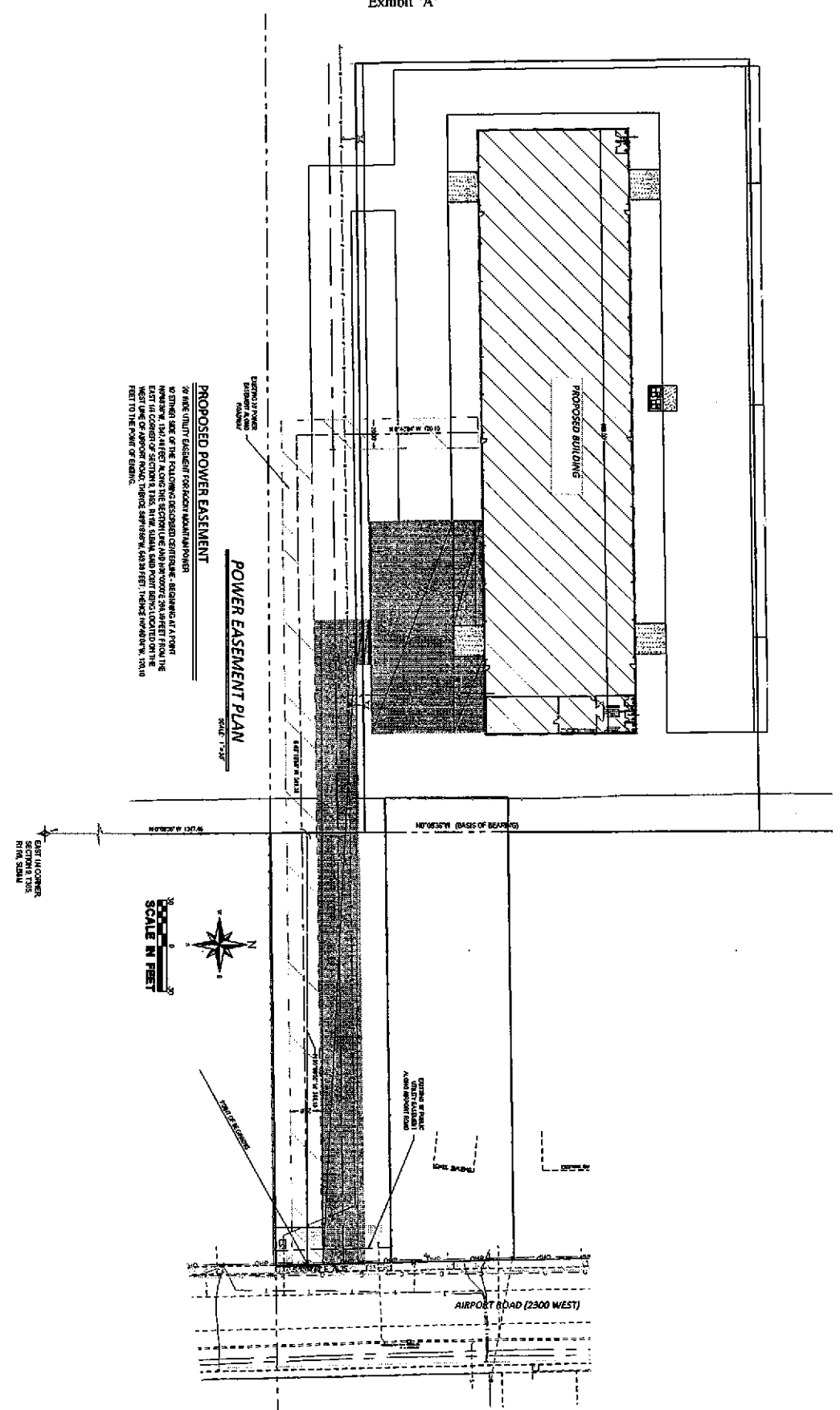
NOTARY PUBLIC FOR Colorado (state)

Residing at: Centennial, Colorado (city, state)

My Commission Expires: 2/16/2024 (d/m/y)

PROPOSED POWER EASEMENT
 TO MAKE UTILITY EASEMENT FOR RICHMONT MOUNTAIN POWER
 IN EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT
 100 FEET FROM THE SECTION CORNER; GOING SOUTH FROM THE
 EAST LINE OF AIRPORT ROAD, THENCE S090°00'00"W 100.00 FEET TO THE POINT OF BEGINNING.

POWER EASEMENT PLAN
 SCALE: 1"=40'



1 OF 1
 4/28/11
 10/11/11
 10/11/11

**POWER EASEMENT PLAN FOR
 CANDOR DEVELOPMENT INC.**
 600 NORTH AIRPORT ROAD
 CEDAR CITY, UTAH IN SECTION 3, T36S, R10E, S10-41

InSite
Engineering, P.C.
 ENGINEERING AND PLANNING
 100 WEST 100 NORTH
 CEDAR CITY, UTAH 84202

REVISIONS		
NO.	DESCRIPTION	DATE BY