JAN 1 8 2013

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

E 2715050 B 5689 P 1337-1339
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/18/2013 04:04 PM
FEE \$14.00 Pas: 3
DEP RT REC'D FOR ROCKY MOUNTAIN PO
WER

Project Name: 1500 South Redwood Rd. Woods Cross widening project

WO#: METROW

## **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, STARR VENTURES, INC., a Utah corporation and ASM INVESTMENT, L.L.C., a Utah limited liability company (collectively "Grantors"), hereby grant to PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 360 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 Davis County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

A right of way, located in Davis County, Utah, described as follows:

Beginning at a point on the east line of Redwood Road, said point being North 0°12'36" West 1466.16 feet along the Section line and North 89°54'57" East 63.15 feet from the Southwest Corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence North 0°15'20" East 10.00 feet along said East Line of Redwood Road; thence North 89°54'57" East 360.00 feet; thence south 0°15'20" West 10.00 feet; thence South 89°54'57" West 360.00 feet to the point of beginning.

Assessor Parcel No.

06-076-0034

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.

## 2715050 BK 5689 PG 1338

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.

Dated this low day of December, 2012.

**GRANTORS:** 

STARR VENTURES, INC., a Utah corporation

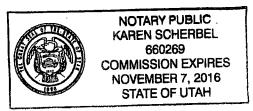
By: Richard K. Eggett, its President

Acknowledgment

STATE OF UTAH ) ss.
County of Davis )

On this <u>lo</u> day of December, 2012, before me, the undersigned Notary Public in and for said State, personally appeared RICHARD K. EGGETT, known or identified to me to be the PRESIDENT of the corporation that executed the instrument or the person who executed the instrument on behalf of said entity, 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.



## ASM INVESTMENT, L.L.C., a Utah limited liability company

By: LUCAS KJAR, its Manager

## Acknowledgment

STATE OF UTAH	)
	SS
County of Davis	)

On this 10 day of December, 2012, before me, the undersigned Notary Public in and for said State, personally appeared LUCAS KJAR, known or identified to me to be the MANAGER 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 said entity, 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.

NOTARY PUBLIC KAREN SCHERBEL 660269 COMMISSION EXPIRES NOVEMBER 7, 2016 STATE OF UTAH NOTARY PUBLIC FOR <u>Utah</u> (state)

Residing at: <u>Bountiful</u>, UT (city, state)

My Commission Expires: 11/7/2016 (d/m/y)