

REV101512

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

12287440  
05/26/2016 12:56 PM \$18.00  
Book - 10435 Pg - 3387-3391  
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: SSA, DEPUTY - WI 5 P.

Project Name: PORTFOLIO INVESTMENTS

Tract Number:

WO#: 6151183

RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **CentrePointe Properties II, LLC** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way **Ten (10)** feet in width and **Eight hundred eighty eight (888)** 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:

A portion of land located in the Southwest corner of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, further described as follows:

Beginning at the Northeast corner of Lot 1 of the CentrePointe Business Park Subdivision Plat, said point being North 89°45'30" East 1016.14 feet and North 0°03'08" West 83.40 feet from the Southwest Corner of section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian;

Thence South 0°03'08" East 10.00 feet;

Thence South 89°44'51" West 879.61 feet to the West line of said Lot 1;

Thence North 41°34'01" West 13.31 feet to the Northwest Corner of said Lot 1;

Thence North 89°44'51" East 888.43 feet to the Point of Beginning.

Contains 0.203 Acres or 8,837 square feet, more or less.

Assessor Parcel No.

15221010080000

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 23<sup>rd</sup> day of May, 2016.

  
\_\_\_\_\_  
**CentrePointe Properties II, LLC GRANTOR**

**Corey Brand, Manager**

**\*\* (CHOOSE APPROPRIATE ACKNOWLEDGEMENT AND DELETE THE OTHER) \*\*\*\*\***

**Acknowledgement by an Individual Acting on His Own Behalf:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (name), known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) 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 signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

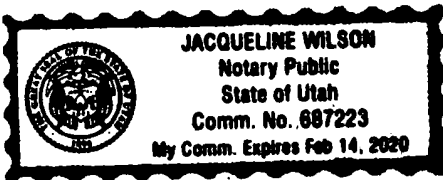
**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Utah )  
) ss. Salt Lake )  
County of \_\_\_\_\_ )

On this 23rd day of May, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Carey Brand (name), known or identified to me to be the (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 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.

J Wilson  
\_\_\_\_\_  
(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, UT (city, state)  
My Commission Expires: 2-14-2020 (d/m/y)

**Acknowledgment by Trustee, or Other Official or Representative Capacity:**

STATE OF \_\_\_\_\_ )  
) ss. \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (representative's name), known or identified to me to be the person whose name is subscribed as \_\_\_\_\_ (title/capacity in which instrument is executed) of \_\_\_\_\_ and acknowledged to me that (he/she/they) executed the same.

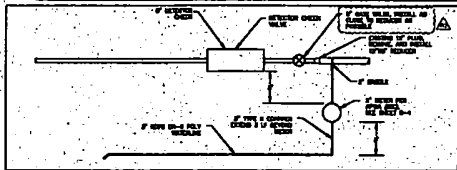
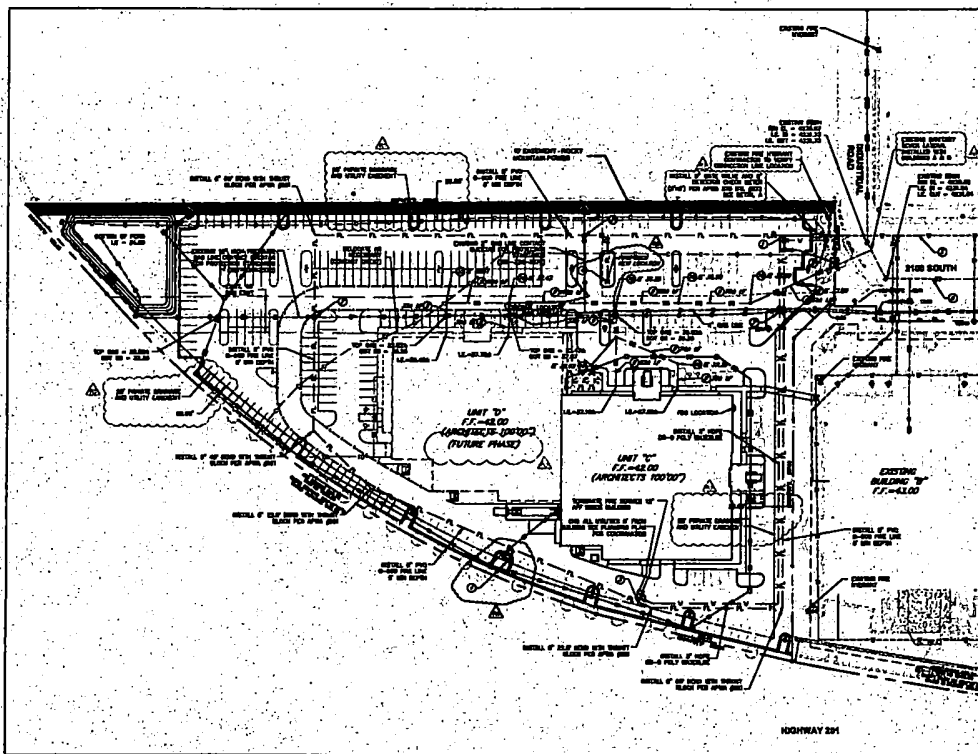
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

# Property Description

Quarter: \_\_\_\_\_ Quarter: \_\_\_\_\_ Section: 15 Township T1S (N or S),  
Range R1W (E or W), \_\_\_\_\_ Meridian  
County: Salt Lake State: Utah  
Parcel Number: 15221010080000



LEGEND	
PROPERTY LINE	---
EXISTING ROAD AND DITCH	---
PROPOSED ROAD AND DITCH	---
PROPOSED WATER MAIN LINE	---
PROPOSED SEWER LINE	---
EXISTING WATER MAIN LINE	---
EXISTING SEWER LINE	---
EXISTING POWER/PHONE LINE	---
EXISTING GAS LINE	---
EXISTING FIBER OPTIC LINE	---
PROPOSED FIRE HYDRANT	---
EXISTING FIRE HYDRANT	---
PROPOSED WATER VALVE	---
EXISTING WATER VALVE	---

**NOTES:**

1. ALL PROPOSED WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE STATE OF UTAH, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE COUNTY OF SALT LAKE, LATEST EDITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING RECORDS AND DOCUMENTATION.
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**EXHIBIT B**

CC#: WO# 6151183

Landowner Name:

Drawn by:

**EXHIBIT A**

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



SCALE: