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Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 6 P.

Return to:

Rocky Mountain Power
Attn: L. Louder / S. Graff
1407 W North Temple, Room 110
Salt Lake City, UT 84116

Project Name: Mountain View Corridor
WO: 10050250
APN:

MTL #733637

Tax ID No. 14-23-226-002
PIN No. 7704
Project No. S-0085(1)0
Parcel No. 0085:499:EU

RIGHT OF WAY AND EASEMENT GRANT

Knudson Investments, LLC, a Utah limited liability company fka (formerly known as) Knudson Investments, LTD., a Limited Partnership, whose address is 1409 East 2100 South, Salt Lake City, Utah 84105 ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement and right of way over and across the "Easement Area" defined below, which is a portion of a certain parcel of real property owned by Grantor ("Grantor's Land") located in Salt Lake County, State of Utah. Grantor's Land is more particularly described in Exhibit "A". The legal description of the Easement Area is more particularly described and shown on Exhibit "B" attached hereto and by this reference made a part hereof.

1. **Easement Grant.** The purpose of this Easement is to allow Grantee to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area. Under no circumstances shall power lines, communication lines and/or other fixtures or equipment of Grantee extend beyond the limits of the Easement Area.

2. **Grantor's Fence.** Grantor currently maintains a fence along the property lines of Grantor's Land ("Grantor's Fence") to secure Grantor's facilities. Grantor shall have the right to continue to maintain Grantor's Fence and Grantee shall not have the right to remove, alter, damage or obstruct Grantor's Fence except as follows: Grantee may remove Grantor's Fence during construction activities as allowed under this Easement Grant provided that Grantee shall, during such periods that the fence is removed, in whole or in part, be responsible for the security of Grantor's land and any and all facilities and other property of Grantor located therein and further provided that Grantee shall restore and replace Grantor's Fence to Grantor's reasonable satisfaction at the conclusion of such construction activities. Prior to removing any portion of Grantor's Fence, Grantee shall be required to coordinate the timing with Grantor and to adhere to Grantor's reasonable requirements with respect to the same. Grantor will provide

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reasonable access to the Easement Area to Grantee through any gate maintained by Grantor. Any key or combination to any gate on Grantor's Fence obtained by Grantee shall not be shared with any third party and Grantee shall be liable and responsible for the misuse of the same and for any damage or destruction occasioned by any third party obtaining access to Grantor's Land, directly or indirectly through Grantee.

3. Grantor's Use of the Easement Area. Grantor has existing water mains, water storage reservoirs, and appurtenances ("Grantor's Facilities") that are located within 25 feet of the center line of the Easement Area. Nothing contained in this Easement Grant shall prohibit or restrict Grantor's reasonable activities in operating, maintaining, repairing and/or replacing Grantor's Facilities. Furthermore, Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that Grantor expressly agrees that within the Easement Area Grantor will : a) coordinate with Grantee at least forty-eight (48) hours (except in the case of an emergency) prior to excavating closer than twenty-five feet (25') from any pole or structure of Grantee to enable Grantee to provide support for and/or protect any such pole or structure, at no cost to Grantor, (provided that Grantor notifies Grantee of the intended activity as required herein); b) not prevent or impair Grantee's access to any pole or structure; c) not place or use anything within the Easement Area, including equipment or vehicles that exceed twelve feet (12') in height without first having notified Grantee at least forty-eight (48) hours in advance and Grantor will follow such reasonable safety precautions respecting equipment or vehicles that exceed twelve feet (12') in height as are designated in writing to Grantor by Grantee; d) not increase the existing ground elevation without first having obtained Grantee's written consent, which consent shall not unreasonably be withheld, conditioned or delayed; e) not light any fires or store flammable or hazardous materials; or f) otherwise use the Easement Area in any manner that violates the National Electric Safety Code as it may be amended from time to time. Notwithstanding anything contained herein to the contrary, however, in the event of an emergency, such as a rupture in Grantor's waterline, Grantor shall not be required to notify or coordinate with Grantee prior to excavating within the Easement Area, but will provide such notice to Grantee as is reasonable under the circumstances.

4. Vegetation Management. Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12') or outside of the Easement Area that will grow to within twenty-five feet (25') of the transmission line conductor. Grantee shall have the right to prune or remove all vegetation in violation of the foregoing or which, in its reasonable opinion, interferes with or is causing or may cause a threat of harm to its facilities or improvements.

5. Miscellaneous Provisions.

5.1 Authority. The individual executing this document represents and warrants that she has the legal authority to execute and deliver this Easement Grant.

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5.2 Amendments. This Easement Grant may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and/or assigns.

5.3 Indemnification. Grantee shall defend (with legal counsel reasonably acceptable to Grantor), indemnify and hold harmless Grantor from and against any and all damages, claims, liability and charges, of every type and description, arising directly or indirectly as a result of the presence of any pole or structure belonging to Grantee within the Easement Area and/or any activity of Grantee (including any contractor, subcontractor or other person or entity acting for or on behalf of Grantee) within the Easement Area and/or Grantor's Land.

5.4 No Waiver. The failure to enforce or perform any provision set forth in this Easement Grant shall not be deemed a waiver of any such right.

5.5 Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

DATED this 17th day of September, 2015

Knudson Investments, LLC, a Utah limited liability company, fka (formerly known as) Knudson Investment, LTD., a Utah Limited Partnership

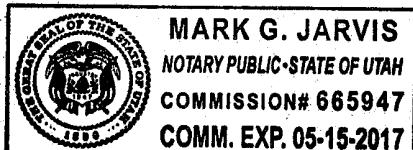
Donald Eugene Knudsen
By:

REPRESENTATIVE ACKNOWLEDGEMENT

State of Utah _____ }
County of Salt Lake _____ } SS.

This instrument was acknowledged before me on this 17 day of September, 2015, by
Gerald Eugene Knudson, as Manager,

of Knudson Investments, LLC



~~Notary Public~~

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Exhibit A
(Grantor's land)

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BEGINNING at a point South 0°08' East 1,005.0 feet from the Northeast corner of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°52' West 50.3 feet to a point of tangency with a 348.3 foot radius curve to the right; thence Northwesterly 354.9 feet along the arc of said curve; thence North 31°46' West 216.6 feet to a point of tangency with a 1030.92 foot radius curve to the left; thence Northwesterly 678.0 feet, more or less to a point on the Southerly right of way line of Frontage Road South of Project No. F-018-1 (5), said point is 30.0 feet radially distant Southerly from the center line of said Frontage Road South at Engineer Station 164 + 58.5 and approximately 235.1 feet South and 969.1 feet West from the Northeast corner of said Section 23; thence South 0°09'00" East 1105.3 feet, more or less, to the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 23; thence East along said North line of the Southeast 1/4 of the Northeast 1/4 of 997.0 feet, more or less, to the East line of said Section 23; thence North 0°08' West along the East line of said Section 23, 315.0 feet, more or less, to the point of BEGINNING.

LESS:

A parcel of land in fee for a frontage road incident to the construction of a freeway known as Project No. 018, being part of an entire tract of property situate in the NE1/4NE1/4 of Section 23, T. 1 S., R. 2 W., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract of property, which point is 1005.0 ft. S. 0°08' E. along the east line of said Section 23 from the Northeast corner of said Section 23; thence S. 89°52' W. 50.3 ft. to a point of tangency with a 348.3-foot radius curve to the right; thence Northwesterly 142.36 ft. along the arc of said curve; thence S. 65°43'18" E. 113.83 ft.; thence S. 41°14'50" E. 68.55 ft.; thence N. 89°52' E. 40 ft.; thence N. 0°08' W. 70 ft. along said east line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 0.128 acre, of which 0.053 acre is now occupied by the existing 5600 West Street. Balance 0.075 acre.

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Exhibit B
(Easement area)

A perpetual easement, upon part of an entire tract of property, in the NE1/4NE1/4 of Section 23, T. 1 S., R. 2 W., S.L.B. & M., in Salt Lake County, Utah, incident to the construction of a highway known as Project No. MP-0182(6). The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the southwesterly right of way line of the frontage road of the existing highway State Route 201, which point is 187.33 feet N.89°53'42" W. along the northerly section line of said section and 219.51 feet South and 546.59 feet S.44°55'37" W. from the Northeast Corner of said section; and running thence S.44°55'37" W. 578.96 feet to a point in the easterly right of way line and no-access line of said highway; thence N.00°27'12" E. 42.94 feet to a point in a 1,068.00-foot radius non-tangent curve to the right (Note: center bears S.78°38'20" E.); thence northerly along said curve and said easterly right of way line and no-access line 97.06 feet through a delta of 05°12'25" (Note: chord to said curve bears N.13°57'52" E. 97.02 feet); thence N. 44°55'37" E. 486.53 feet to a point in a 755.00-foot radius non-tangent curve to the right (Note: center bears S.56°45'43" W.) and said southwesterly right of way line; thence southeasterly along said curve and said southwesterly right of way line 82.86 feet through a delta of 06°17'16" (Note: chord to said curve bears S.30°05'39" E. 82.81 feet) to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described part of an entire tract of land contains 43,240 square feet in area or 0.993 acre, more or less.

Prepared by: (JDF) Meridian Engineering, Inc. 18 6/15/2015
Revised by: (TJB) Meridian Engineering, Inc. 8/19/2015

EXHIBIT B

