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Book - 10590 Pg - 9861-9864  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: BRIAN BRIDGE  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116  
BY: DKA, DEPUTY - WI 4 P.

After recording, return to:

Rocky Mountain Power  
Attn: Brian Bridge  
1407 W. North Temple, Suite 110  
Salt Lake City, UT 84116

## PUBLIC UTILITY EASEMENT

**TERRACES OF HOLLADAY, LLC** ("herein after the GRANTOR) for and in valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to all Public Utilities ("herein after the GRANTEES), their successors, assigns, lessees, licensees and agents, pursuant to Utah Code Ann. § 54-3-27, a perpetual Public Utility Easement and right-of-way to construct, reconstruct, modify, change, add to, operate, maintain, repair, protect, and remove public utility facilities and appurtenant parts (herein after the FACILITIES) as GRANTEES may require upon, over, under and across a parcel of GRANTOR'S, "Non-Structural, Common Ownership" areas of land situated in the County of Salt Lake, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibits "A" and "B" attached hereto and by this reference made a part hereof:

### LEGAL DESCRIPTION(S)

To have and hold the same unto the GRANTEES, its successors and assigns perpetually, with the right of ingress and egress to the GRANTEES, its officers, employees, agents, and assigns to enter upon the above described property with such equipment as is necessary to Complete all activities in connection with the purposes for which this easement has been granted. The contractor performing the work shall restore all property, through which the work traverses, to its original condition or better.

GRANTOR reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.

GRANTEES shall comply with all City, State and Federal laws and regulations and obtain all necessary permits, pay all applicable fees, and post any bonds required.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.



## EXHIBIT A

Beginning at the Northwest Corner of Lot 2, PHYLDEN Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, located N0°52'00"E along the monument line 389.48 feet and East 223.78 feet from a found monument at the intersection of Holladay Boulevard and 2300 East, said monument is also located N0°32'32"E along the ¼ Section line 371.03 feet and West 8.40 feet from the South ¼ Corner of Section 3, Township 2 South, Range 1 East, S.L.B. & M.; thence along said Lot 2 and Lot 3 the following 5 (five) courses and distances: N65°00'00"E 29.93 feet; thence along the arc of a 975.00 foot radius curve to the right 34.03 feet through a central angle of 2°00'00" (chord: N66°00'00"E 34.03 feet); thence N67°00'00"E 87.00 feet to the northeast corner of said Lot 3; thence S23°00'00"E 130.06 feet; thence N66°27'00"E 69.80 feet to the northeast corner of that Real Property described in Deed Book 10510 Page 6744 of the Official Records of Salt Lake County; thence S25°20'00"E 258.58 feet; thence S65°43'30"W 148.15 feet parallel with, and 33.00 feet northwesterly of the centerline of Murray Holladay Road to the west line of said deed; thence N25°10'00"W along said deed 260.43 feet to the south line of said Lot 2, PHYLDEN Subdivision; thence along said lot the following 2 (two) courses and distances: S66°27'00"W 68.77 feet to the southwest corner of said Lot 2; thence N25°00'00"W 129.91 feet to the point of beginning.

Contains: 1.33+/- acres

