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

Project Name: Integrated Gazelle

WO#: 6857600

RW#:

13697714
06/22/2021 01:48 PM \$40.00
Book - 11194 Ps - 8165-8168
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: ARA, DEPUTY - WI 4 P.

## **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, Integrated Gazelle, LLC, a Utah limited liability company ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 2,290 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: All of Lot 1, 201 Logistics Center - Plat 1, according to the official plat recorded April 29, 2021 as Entry No. 13648066 in Book 2021P of Plats at 104, on file and of record in the office of the Salt Lake County Recorder.

Assessor Parcel No.

14-21-300-006

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 St day of June, 2021.

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TATE OF UTAL)
County of <u>Salt Lake</u> ) ss.
on this gth day of June, 2021, before me, the undersigned Notary Public
and for said State, personally appeared <u>Stephen Lauton</u> (name), known or
dentified to me to be the (president / vice-president / secretary
assistant secretary) of the corporation, or the (manager / member) of the limited liability
ompany, or a partner of the partnership that executed the instrument or the person who executed
ne instrument on behalf of Integrated Gazelle, LLC, a Utah limited liability company, and
cknowledged to me that said entity executed the same.
N WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
ear in this certificate first above written.
SAUNDRA REIBER (notary signature)
Notary Public State of Utah My Commission Expires on: July 8, 2024 Comm. Number: 712999
NOTARY PUBLIC FOR Utom (state)
Residing at: Salt Lake, utah (city, state)
My Commission Expires: July 9, 2024 (d/m/y)

 $\mathcal{K} \leq \mathcal{K}(\mathcal{K})$ 

**Property Description** Quarter: \_\_\_\_ Quarter: <u>SW</u> Section: <u>21</u> Township <u>1S</u> (N or S), Range <u>2W</u> (E or W), <u>Salt Lake</u> Meridian County: <u>Salt Lake</u> State: <u>Utah</u> Parcel Number: \_\_\_\_\_\_14-21-300-006 7600 WEST STREET Lot 1 SR-201 SOUTH FRONTAGE ROAD Integrated Gazelle, LLC Entry No. 13650317 10' Wide Underground Right of Way Easement LOND HARV

GREAT

MARV

GREAT

GREAT **EAGLEY ROAD** ATE OF CC#: WO#: "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 Landowner Name: Integrated Gazelle, LLC to change within the boundaries of the described easement area. Drawn by: MNG 4/21

EXHIBIT A

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ROCKY MOUNTAIN POWER

A DIVISION OF PACIFICORP

SCALE: 1"=300'