

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

Project Name: Moda Union Apartments
WO#: 6680448
RW#:

13115385
11/04/2019 12:39 PM \$40.00
Book - 10855 Pg - 3564-3567
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: CBA, DEPUTY - WI 4 P.

Affecting Parcel No: 21251760060000

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **CPLG Properties L.L.C., a Delaware 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 197 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: BEG S 1511.71 FT & E 27.86 FT FR N 1/4 COR SEC 25, T 2S, R 1W, S L M; S 148.51 FT; E 13 FT; S 50 FT; W 589.67 FT TO E LINE ROAD; NE'LY ALG CURVE TO L 163.31 FT; E 334.6 FT; N 44.44 FT; E 188 FT TO BEG. 2.15 AC M OR L.

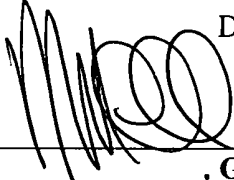
Assessor Parcel No. **21251760060000**

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. This easement and all permitted uses described herein shall inure to the benefit of Grantee's successors, assigns, subcontractors, agents, employees, service providers, and other related parties.

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. This easement shall be interpreted in accordance with Utah law.

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 28 day of October, 2019.
_____, GRANTOR

Acknowledgment by a Limited Liability Company:

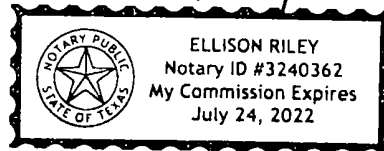
STATE OF Texas)
County of Dallas) ss.

On this 28 day of October, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Mark M Chloupek (name), known or identified to me to be the SVP of member CPG LLC (manager / managing member) of the limited liability company, 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.

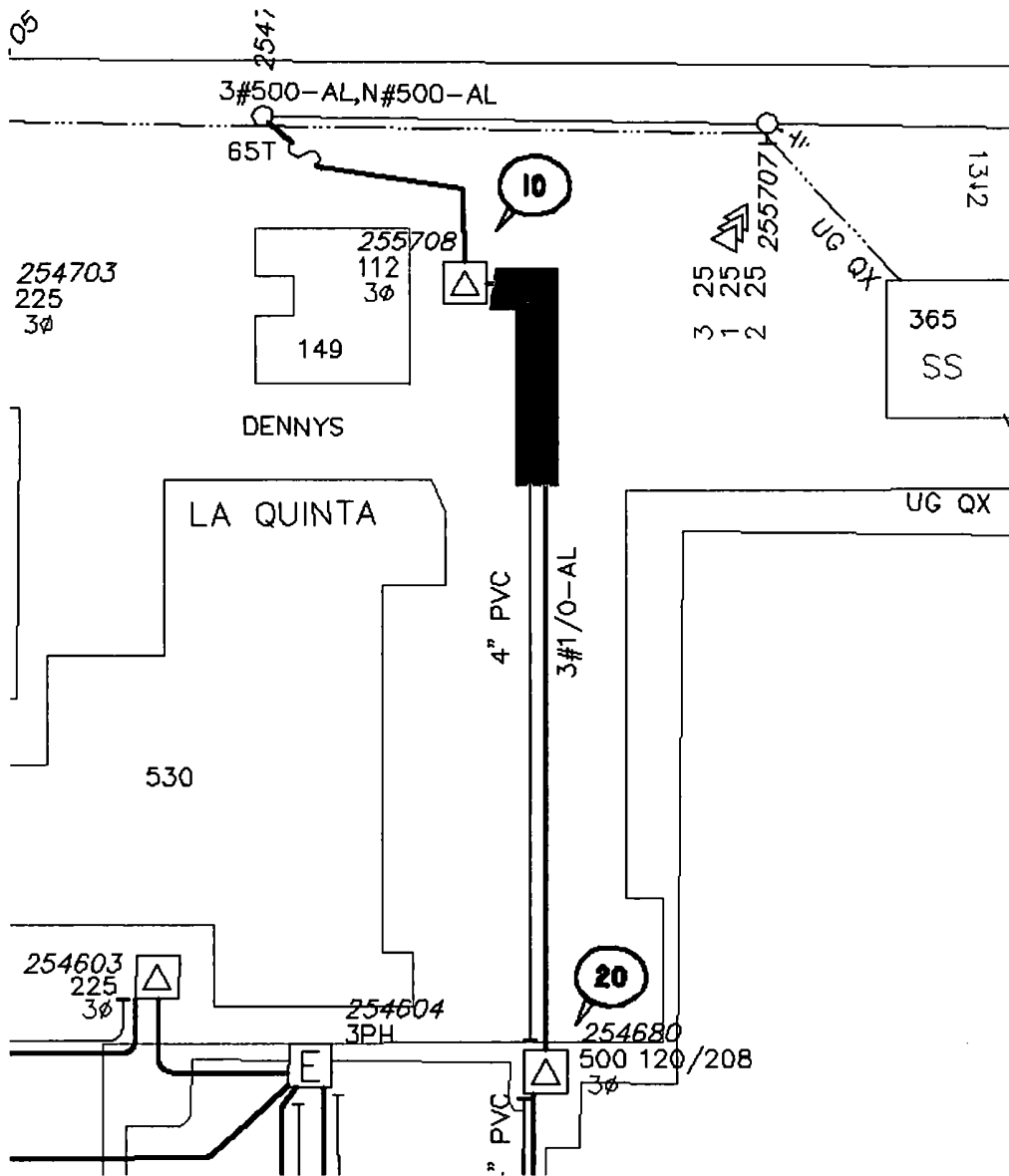
[Signature]
(notary signature)

NOTARY PUBLIC FOR Texas (state)
Residing at: Dallas, TX (city, state)
My Commission Expires: 7/24/2022 (d/m/y)



Property Description

Quarter: _____ Quarter: _____ Section: 25 Township 2 (S),
 Range 1 (W), Salt Lake Meridian
 County: Salt Lake State: Utah
 Parcel Number: **21251760050000**



CC#: 11431 WO#: 6680448

Landowner Name: MKH Properties LLC

Drawn by: Harley Pilgrim, Estimator

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.

EXHIBIT A



SCALE: NTS