

REV101512

Return to:

Rocky Mountain Power
Lisa Louder/John Langi Jr.
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:

Tract Number:

WO#: 6135772

RW#:

12250902

03/31/2016 01:36 PM \$16.00

Book - 10416 Pg - 8572-8575

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: TRP, DEPUTY - WI 4 P.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **BG Draper Office Owners 4, LC** ("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 **7.00** feet in width and **755.00** 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 parcel of land, being 7.00 feet in width, located in the Northwest and Northeast Quarters of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows: Beginning at a point 53.00 feet perpendicularly distant South of the Centerline of 13490 South Street, said point being also on the East Boundary Line of the Academy Office Park as recorded in Book 2015P at Page 217 in the Salt Lake Recorder's Office, said point being also on the West Boundary Line of that certain Special Warranty Deed recorded as Entry No. 12111002 in Book 10352 at Page 119 in the Salt Lake County Recorder's Office, said point being also S89°37'14"W 89.93 feet, along the Section Line, and South 645.28 feet from the North Quarter Corner of said Section 1; and running thence, along a line 53.00 feet perpendicularly South of said Centerline, N89°46'20"E 660.62 feet; thence S84°31'02"E 62.00 feet to a point being 59.13 feet perpendicularly South of said Centerline, said point being also on the Easterly Boundary Line of said Special Warranty Deed, said point being also on the Westerly Right-of-Way Line of the Pacificorp Power Corridor; thence, along said Easterly Boundary Line and Westerly Right-of-Way Line, S35°30'09"W 8.08 feet; thence N84°31'02"W 57.61

feet; thence S89°46'20"W 660.26 feet to said West Boundary Line of Draper Pointe Office Park Subdivision; thence, along said West Boundary Line, N00°20'32"W 7.00 feet to the Point of Beginning.
Contains: 5042 SF or 0.12 AC.

Note: The Basis of Bearings for this description is between two existing Salt Lake County Section Corner Monuments. The bearing between the North Quarter Corner and the Northwest Corner of said Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian, is S89°37'14"W, as shown on the Salt Lake County ARP.

Assessor Parcel No. **3301205001**

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 29th day of MARCH, 2016.



GRANTOR

GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 29 day of MARCH, 2016, before me, the undersigned Notary Public in and for said State, personally appeared CHRISTIAN GARDNER (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.



Constance Miller

(notary signature)

NOTARY PUBLIC FOR UTAH (state)
Residing at: SALT LAKE CITY, UTAH (city, state)
My Commission Expires: 10/15/2019 (d/m/y)

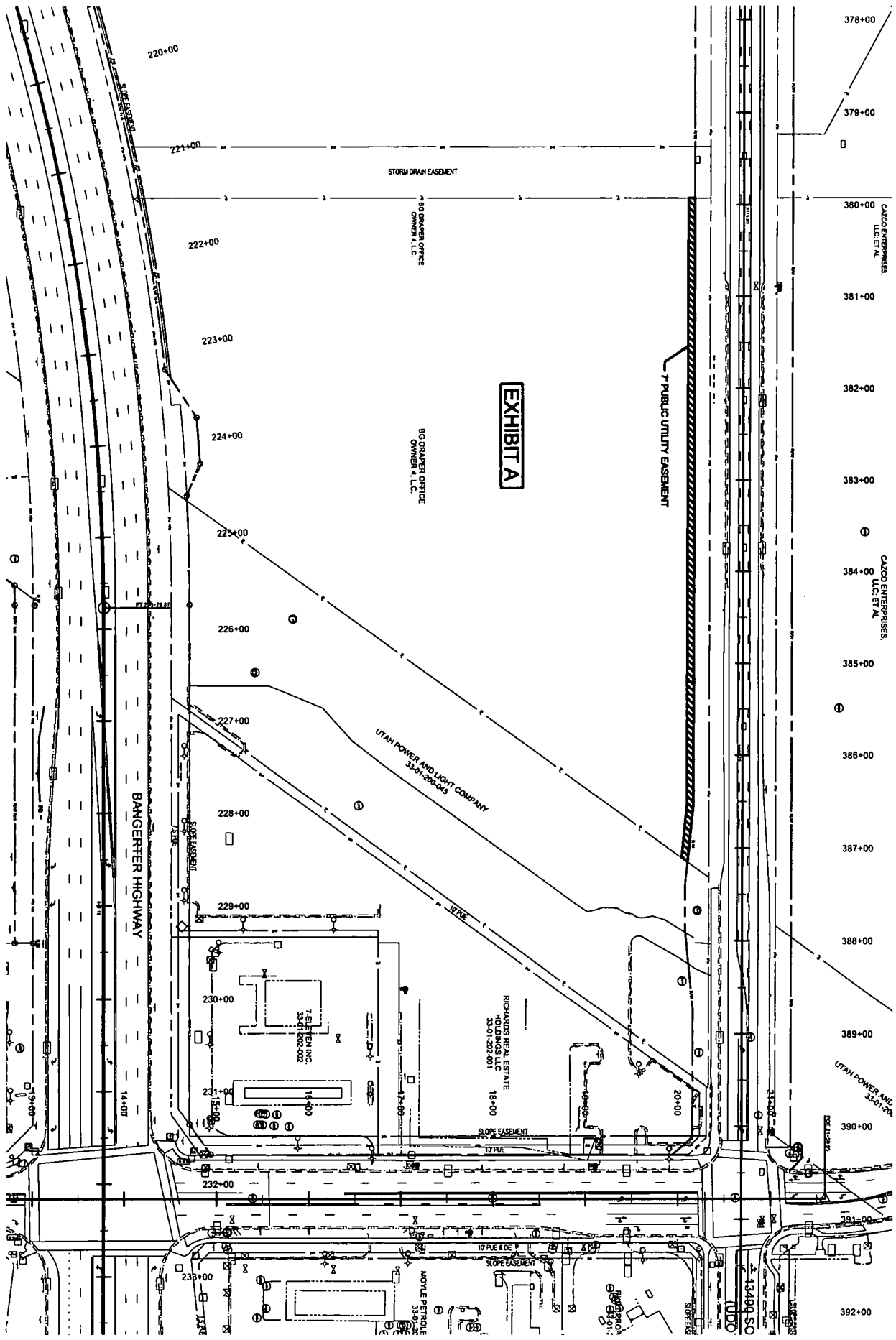


EXHIBIT A

STORM DRAIN EASEMENT

7' PUBLIC UTILITY EASEMENT

80 GARAGE OFFICE
OWNER: A, L.C.

80 GARAGE OFFICE
OWNER: A, L.C.

UTAH POWER AND LIGHT COMPANY
3-01-2000-05

RICHARDS REAL ESTATE
HOLDINGS LLC
3-01-202-001
18-00

1ST EBFU INC
3-01-202-002

MOVIE PETROLE
3-0-0-0

13480 SO

UTAH POWER AND
LIGHT COMPANY
3-01-2000-05