

REV05042015

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

13488356  
12/8/2020 2:02:00 PM \$40.00  
Book - 11075 Pg - 9332-9337  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 6 P.

Project Name: TRM11 MOUNTAIN VIEW INDUSTRIAL 3000A  
WO#: 6886075  
RW#:

### **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, CH Realty IX-GBB Salt Lake City 300 Street South, L.P., a Delaware limited partnership ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 235 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 and B attached hereto and by this reference made a part hereof:

#### Legal Description: Parcel 2

A parcel of land located in the South Half of the Northwest Quarter of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at the Southeast Corner of Lot 1, Gardner Logistics Center Plat 1, a subdivision recorded January 28, 2019 as Entry No. 12924984 in Book 2019P at Page 37 in the records of the Salt Lake County Recorder, said corner being South 89°49'53" East 1,844.02 feet along the south line of the Northwest Quarter of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian and North 00°10'07" East 86.00 feet from the West Quarter Corner of said Section 2, and thence North 89°49'53" West 803.41 feet along the north line of 300 South Street to the east line of Copper Crossing Plat 2, a subdivision recorded January 14, 2019 as Entry No. 12918169 in Book 2019P at Page 15 of said records; thence along said east line the following five courses: 1) North 00°01'10" East 226.30 feet, 2) North 00°27'22" West 113.52 feet, 3) North 01°19'50" West 111.78 feet, 4) North 01°30'43" East 130.43 feet and 5) North 00°26'13" West 524.02 feet to a point on the arc of a 201.30 foot non-tangent curve to the left, the center of which bears North 06°57'32" West; thence Easterly 79.36 feet along the arc of said curve through a central angle of 22°35'16" and a long chord of North 71°44'50" East 78.85 feet to the south line of the Brighton Drain Easement, recorded May 13, 2005 as Entry No. 9376779 in

Book 9130 at Page 8141 of said records; thence along said line the following four courses: 1) North 60°27'12" East 41.59 feet, 2) North 84°48'37" East 62.30 feet, 3) North 74°34'40" East 155.82 feet and 4) North 89°46'34" East 484.09 feet to the Northeast Corner of said Lot 1; thence South 00°00'02" West 1,202.49 feet to the POINT OF BEGINNING. Said parcel contains 951,865 square feet or 21.85 acres, more or less.

Parcel 4

Lot 2, Gardner Logistics Center Plat 1, According to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

Assessor Parcel No. 14-02-176-003, 14-02-176-004 & 14-02-176-005

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 2<sup>nd</sup> day of December, 2020.

  
CH Realty IX-GBB Salt Lake City 300 Street South, L.P GRANTOR



**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Utah )  
 ) ss.  
County of Salt Lake )

On this 2 day of December, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Michael Batt (name), known or identified to me to be the Member (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 CA Realty II-688 Salt Lake City 300 smt L.P. (entity name), 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.



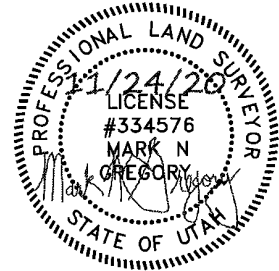
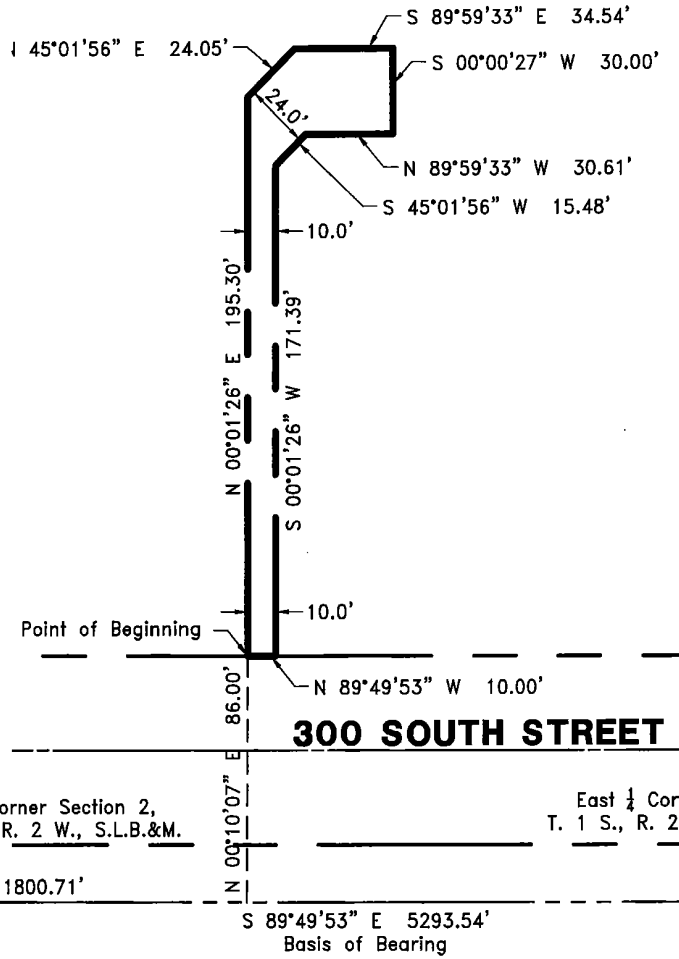
[Signature]  
(notary signature)  
NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, UT (city, state)  
My Commission Expires: 7/31/24 (d/m/y)

A permanent, non-exclusive easement of varied width of land located in the Northwest Quarter of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the north line of 300 South Street, said point being South 89°49'53" East 1,800.71 feet south line of the Northwest Quarter of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian and North 00°10'07" East 86.00 feet from the West Quarter Corner of said Section 2, and thence North 00°01'26" East 195.30 feet; thence North 45°01'56" East 24.05 feet; thence South 89°59'33" East 34.54 feet; thence South 00°00'27" West 30.00 feet; thence North 89°59'33" West 30.61 feet; thence South 45°01'56" West 15.48 feet; thence South 00°01'26" West 171.39 feet to said north line of 300 South Street; thence North 89°49'53" West 10.00 feet to the POINT OF BEGINNING. Said easement encompasses 3,285 square feet or 0.08 acres, more or less.

# Property Description

Quarter: SW Quarter: NW Section: 2 Township 1S (N or S),  
 Range 2W (E or W), Salt Lake Meridian  
 County: Salt Lake State: Utah  
 Parcel Number: 14-02-176-003, 14-02-176-004 & 14-02-176-005



Landowner Name:  
 CH Realty IX-GBB Salt Lake  
 City 300 Street South, L.P.

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 to change within the boundaries of the described easement area."
Drawn by: MNG 11/20		

**EXHIBIT A**

Page 6 of 6



**DOMINION**  
 Engineering Associates, L.C.  
 5684 South Green Street  
 Murray, Utah 84123 801-713-3000



**ROCKY MOUNTAIN POWER**  
 A DIVISION OF PACIFICORP

SCALE: 1"=60'