

REV101512

Return to:

Rocky Mountain Power

Lisa Louder

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name: 4<sup>th</sup> South Power Upgrade

Tract Number:

WO#: 005828325

RW#:

11787296

01/09/2014 12:07 PM \$18.00

Book - 10204 Pg - 3859-3863

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: LDT, DEPUTY - WI 5 P.

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

For value received, **Williamsen South Jordan Inc., 400 South Food Corp, 400 South Entertainment Partners 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 10 (Ten) feet in width and 351 (Three Hundred Fifty One) 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:

A STRIP OF LAND 10.00 FEET IN WIDTH, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 05, AND THE SOUTHEAST QUARTER OF SECTION 06, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID STRIP ALSO BEING A PORTION OF LOTS 2, 3, AND 4 BLOCK 39, PLAT 'B', SALT LAKE CITY SURVEY AND AFFECTING PARCEL NO.: 16-05-301-025, 16-06-428-032, 16-06-428-027, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**Legal Description:**

BEGINNING AT A POINT SOUTH 89°52'23" WEST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 16.78 FEET, AND NORTH, A DISTANCE OF 24.92 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 3; AND RUNNING THENCE WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH, A DISTANCE OF 163.28 FEET; NORTH 45°00'00" WEST, A DISTANCE OF 4.32; THENCE WEST, A DISTANCE OF 145.12 FEET; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 25.89 FEET; THENCE NORTH 45°00'00" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 30.03 FEET; THENCE EAST, A DISTANCE OF 153.41 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 12.61 FEET; THENCE SOUTH, A DISTANCE OF 167.42 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,512 SQUARE FEET, OR 0.080 OF AN ACRE.

Assessor Parcel No.

16-05-301-025, 16-06-428-032, 16-06-428-027


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.

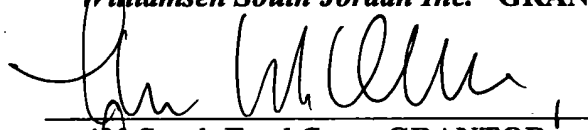
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, 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 6 day of January, 2014.

  
\_\_\_\_\_  
**Williamsen South Jordan Inc. GRANTOR**

  
\_\_\_\_\_  
**400 South Food Corp GRANTOR**

  
\_\_\_\_\_  
**400 South Entertainment Partners LC GRANTOR**

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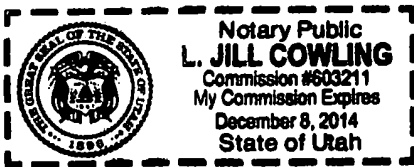
**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Utah )  
) ss.

County of Salt Lake

On this 6<sup>th</sup> day of January, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Thom Williamsen (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.



[Signature] (notary signature)  
NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, UT (city, state)  
My Commission Expires: 12-8-14 (d/m/y)

Acknowledgment by a Corporation, LLC, or Partnership:

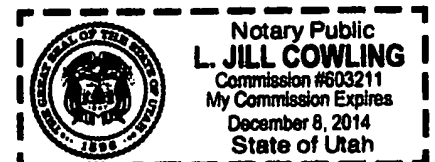
STATE OF Utah )  
) ss.  
County of Salt Lake

On this 6<sup>th</sup> day of January, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Thom Williamsen (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.

[Signature]  
(notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City (city, state)  
My Commission Expires: 12-8-14 (d/m/y)



Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah )

) ss.

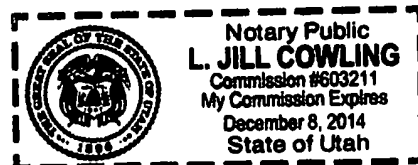
County of Salt Lake

On this 6 day of January, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Thom Williamsen (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.

[Signature]  
(notary signature)

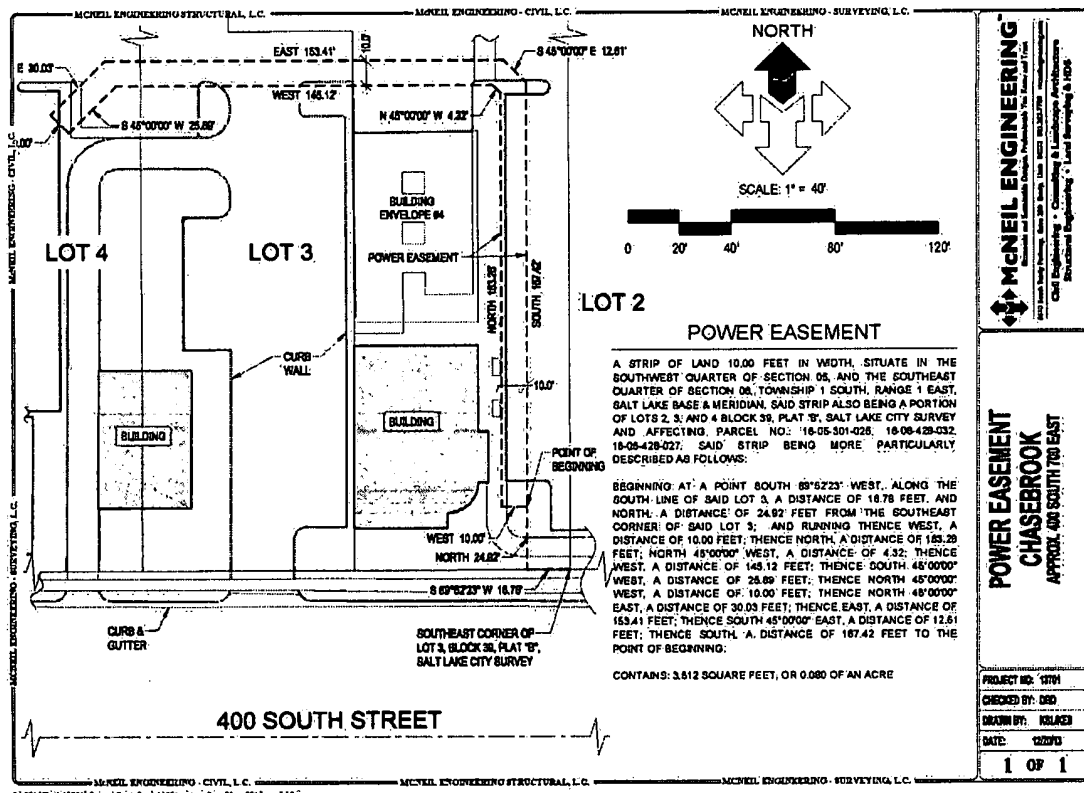
NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City (city, state)  
My Commission Expires: 12-8-14 (d/m/y)



# Exhibit A

## Property Description

Quarter: South West of Section 05, Quarter: South East Section 06,  
Township 1 South, Range 1 East, Salt Lake Base & Meridian  
County: Salt Lake City State: Utah  
Parcel Number: 16-05-301-025, 16-06-428-032, 16-06-428-027



CC#: WO#:

Landowner Name:

Drawn by:

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.



SCALE: