

REV052314

Return to:

Rocky Mountain Power
Lisa Louder/Brian Bridge
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Cobblegate Apartments
WO#: 5749130

11963504
12/17/2014 01:35 PM \$16.00
Book - 10282 Pg - 6797-6800
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: KRP, DEPUTY - WI 4 P.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Miller Cobblegate Apartments, LLC, a Utah Limited Liability Company** ("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 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: Land of the Grantor located in Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian;

LOT 1, Schneiter Subdivision No. 3, according to the official plat on file with the Salt Lake County Recorder, State of Utah.

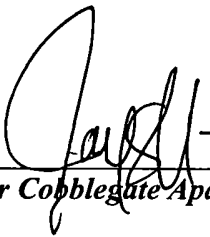
Assessor's Parcel Number: 28-052-51018

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 9 day of December, 2014.



Miller Cobblegate Apartments, LLC - GRANTOR

STATE OF UTAH

County of Salt Lake) ss.
_____)


On this 9 day of December, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Jay M. Minnick known or identified to me to be the President / CEO (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 Miller Development Company, Inc. (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.



(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake, Utah (city, state)
My Commission Expires: 03/31/2016 (d/m/y)


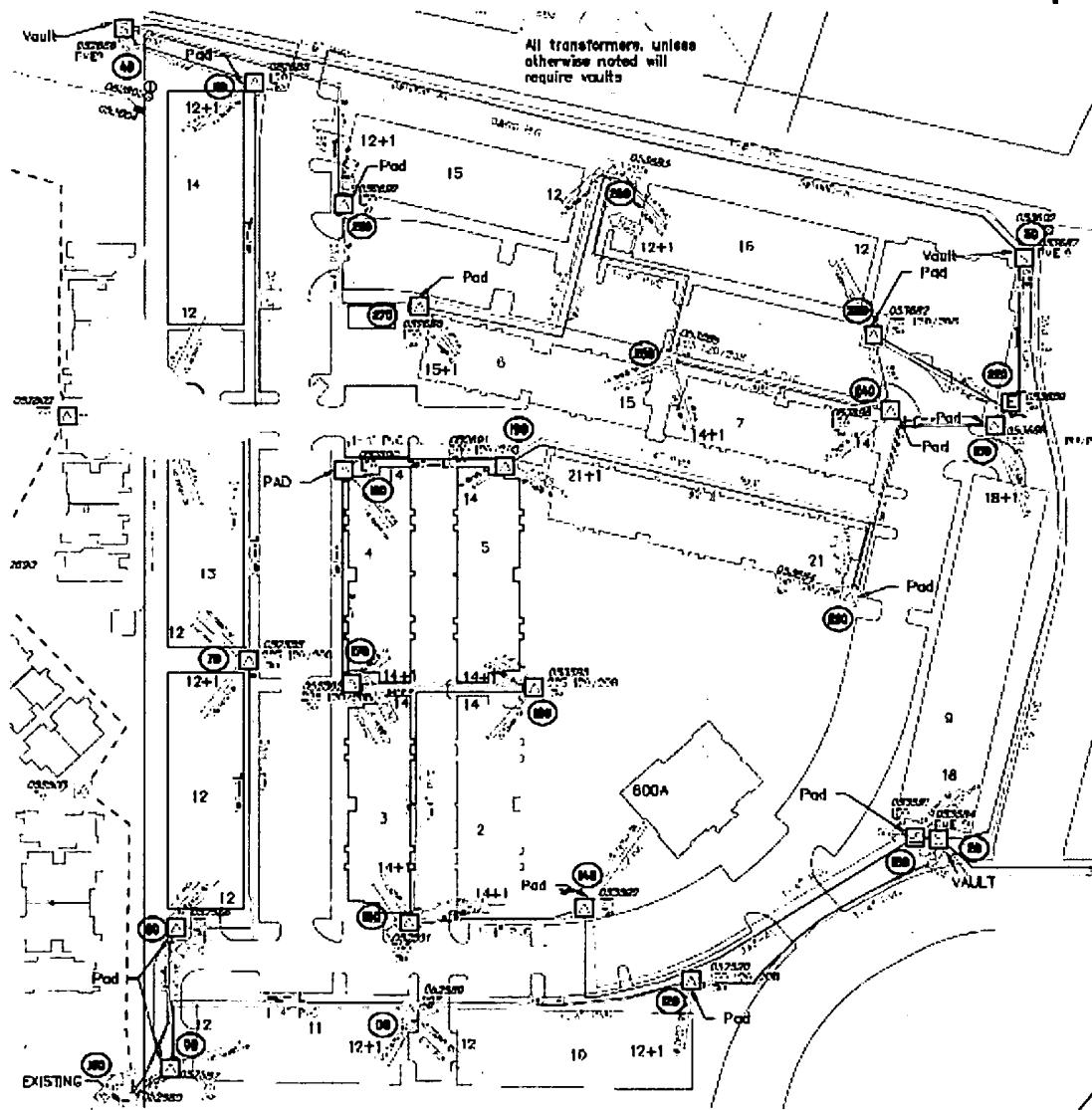
Property Description

BK 10282 PG 6799

Section 5



T.3S., R.1E., Salt Lake
Base & Meridian.



CC#:
 WO#: JORROW
 NAME: Miller Cobblegate Apartments
 DRAWN BY: LBB

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

PacifiCorp

SCALE: No Scale SHEET 1 OF 1 WO# 5749130

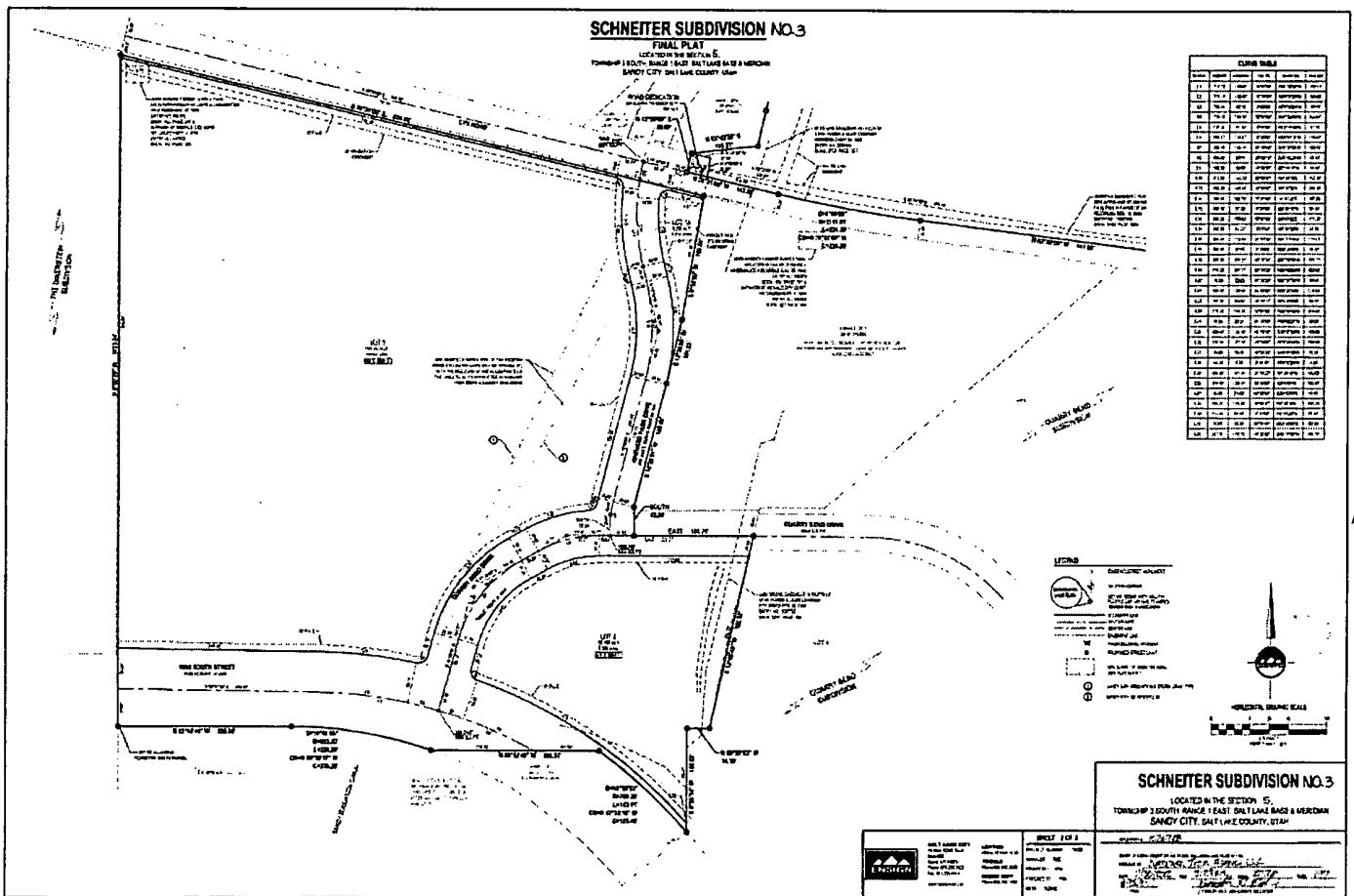
Property Description

BK 10282 PG 6800

Section 5



T.3S., R.1E., Salt Lake
Base & Meridian.



CC#:
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EXHIBIT B

PacifiCorp

SCALE: No Scale

SHEET 1 OF 1

WO# 5749130