

REV100815

Return to:

Rocky Mountain Power
Lisa Louder/Kaitlynn Murnin **BL**
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: SLC Reliability
WO#: 006607566 (Easement 4)

RW#:

13010426

06/17/2019 01:17 PM \$40.00

Book - 10792 Pg - 5584-5587

RASHELLE HOBBS

RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER

ATTN: LISA LOUDER

1407 W NORTH TEMPLE STE 110

SLC UT 84116-3171

BY: PSA, DEPUTY - WI 4 P.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **THA Investments, LTD**, a Utah limited partnership ("Grantor"), hereby grants to 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 148.5 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 (herein "Facilities) 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:

An easement 10 feet in width, North of and adjoining the following-described line:

Beginning at the Southwest Corner of Grantor's land, said point being located 33 feet East and 53 feet 7 ½ inches North of the Southwest Corner of Lot 8, Block 32, Salt Lake City Survey; running thence East 148.5 feet to the Southeast Corner of Grantor's land.

Containing 0.034 of an acre.

Being in Lot 8, Block 32, Plat B, Salt Lake City Survey.

Assessor Parcel No. 16064350010000

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, asphalt, concrete curbs, gutters, sidewalks, parking area, walkways, landscaping with irrigation systems, other utilities, tot lots, playgrounds, trash dumpsters and related equipment and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Grantee shall repair any portion of the easement area including the permitted improvements damaged in the act of any work by the Grantee or its agents and contractors to the same or better condition prior to such work.


NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Grantee's Facilities shall not be located under, over, or across any buildings currently located upon or to be constructed by GRANTOR upon the real property, and if necessary replaced in the event of casualty, and the location of all such Facilities shall be subject to the reasonable approval of GRANTOR in advance of GRANTEE'S installation of the same. In the event any Facilities located in the above-described easement interfere with the development of the above-described real property, the Grantee will, at Grantor's expense, relocate its Facilities to a new location within the easement described in Exhibit "A".

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 6th day of June, 2019.

THA Investments, LTD


By _____

Taylor Vrients
Name

MANAGER

Title

Acknowledgment by a Corporation, LLC, or Partnership:

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

On this 6th day of June, 2019, before me, the undersigned Notary Public in and for said State, personally appeared TAYLOR VRIENS (name), known or identified to me to be the MANAGER (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 THE INVESTMENTS, LTD (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.

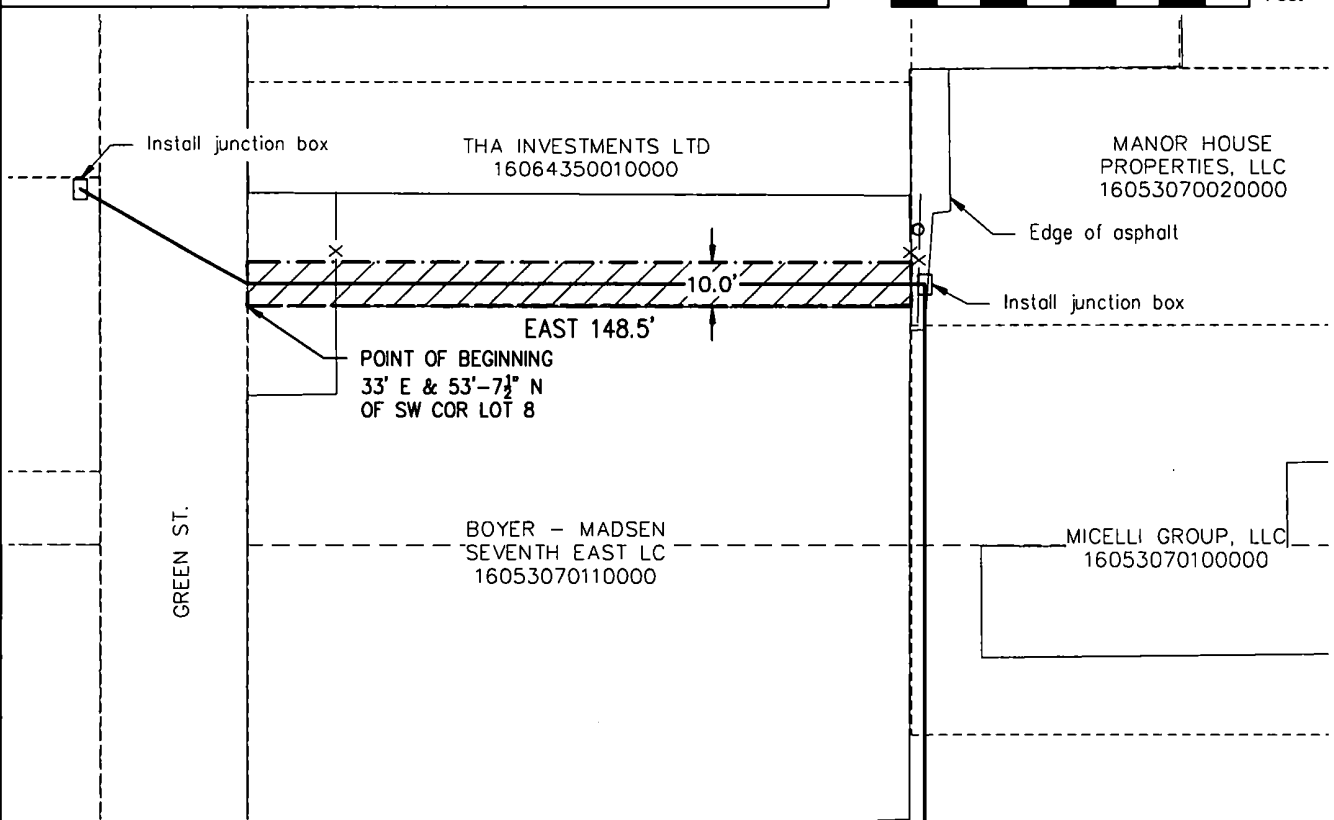
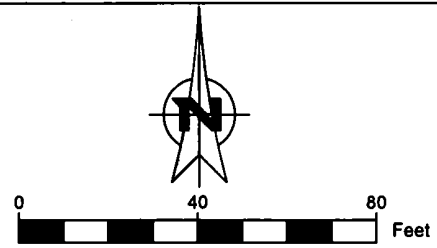
Eliza Tschaggony
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Bountiful, UT (city, state)
My Commission Expires: 9/4/2022 (d/m/y)

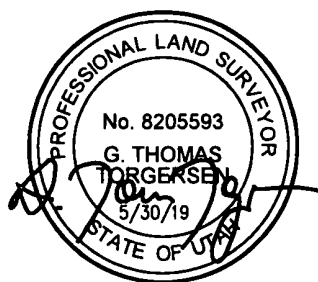
Property Description

Lot 8, Block 32, Plat B,
Salt Lake City Survey
County: Salt Lake State: Utah
Parcel Number: 16064350010000



Legal Description of Easement:
An easement 10 feet in width, North of and adjoining the following-described line:
Beginning at the Southwest Corner of Grantor's land, said point being located 33 feet East and 53 feet 7 1/2 inches North of the Southwest Corner of Lot 8, Block 32, Salt Lake City Survey; running thence East 148.5 feet to the Southeast Corner of Grantor's land.
Containing 0.034 of an acre.

- LEGEND:**
- LOT OR BLOCK LINE
 - BUILDING LINE
 - DEED LINE
 - x—x— FENCE
 - PROPOSED UNDERGROUND POWER
 - PROPOSED EASEMENT
 - EXISTING POLE



PREPARED BY:
TORGERSEN ENGINEERING
265 North 600 East
Richfield, Utah 84701
(435) 893-0081
www.TorgEng.com

Rev. # 1	By GTT	Date: 5/30/19	Revision Move easement to South property line.
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CC#: 11441	WO#: 006607566
Landowner: THA Investments LTD.	
Drawn by: RJB	Date: 5/07/19
Dwg.#: 19504.04	Ref.#:

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



Rev082710