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REV05042015

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

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06/29/2019 01:00 PM \$40 - 00
Book - 10822 Pg - 6952-6956
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: DCA, DEPUTY - W 5 P.

Project Name: HI-ELECTRIC

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Yellowstone Apartments, LLC, a Utah limited liability company** ("Grantor"), hereby grants 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 45 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:

Parcel 1:

Beginning at a point which is North 89°58'04" West 10.16 feet from the Southwest corner of Lot 2, Block 15, Plat "D", Salt Lake City Survey; and running thence North 00°02'10" East 100.55 feet; thence North 31°41'56" East 51.40 feet; thence North 00°02'10" East 80.08 feet; thence South 89°57'48" East 236.59 feet; thence North 00°02'10" East 110.44 feet to the North line of Lot 4, Block 15; thence North 89°58'02" West 250.05 feet along the North lot lines of Lots 3 and 4 to a point at the Northwest corner of Lot 3; thence South 00°02'10" West 167.40 feet along the West line of Lot 3 to the Southwest corner of Lot 3; thence South 89°58'04" West 85.88 feet along the North line of Lot 1, Block 2, Plat "I" to the Northwest corner of the East half of said Lot 1; thence South 00°02'10" West 167.40 feet to the South line of Lot 1, Block 2, Plat "I"; thence South 89°58'04" East 72.34 feet to the point of beginning.

Parcel 2:

Beginning at a point which is on the Southeast Corner of Lot 1, Block 15, Plat "D", Salt Lake City Survey; and running thence North 89°58'04" West 343.517 feet; thence North 00°02'10" East 100.550 feet; thence North 31°41'56" East 51.400 feet; thence North 00°02'10" East 80.080 feet; thence South 89°57'48" East 236.590 feet; thence North 00°02'10" East 110.441 feet; thence South 89°58'02" East 79.948 feet; thence South 00°02'10" West 334.796 feet to the point of beginning.

Parcel 2A:

A right of way and easement and created and defined in that certain Perpetual Parking Easement Agreement, recorded July 19, 2001 and Entry No. 7952463, in Book 8480 at Page 5332.

Assessor Parcel No.

09313790280000

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.

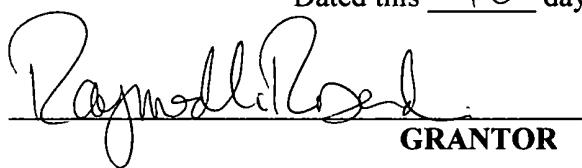
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, 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 16 day of August, 2019



GRANTOR

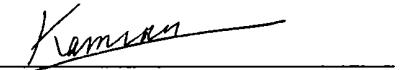
GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

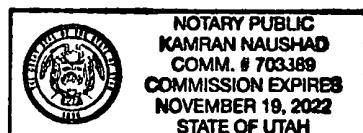
STATE OF UTAH)
County of Salt Lake) ss.

On this 16 day of August, 20 19, before me, the undersigned Notary Public in and for said State, personally appeared Raymond Maurice Resendin (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 Yellowstone Apartments LLC (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 (city, state)
My Commission Expires: 11/19/2022 (d/m/y)



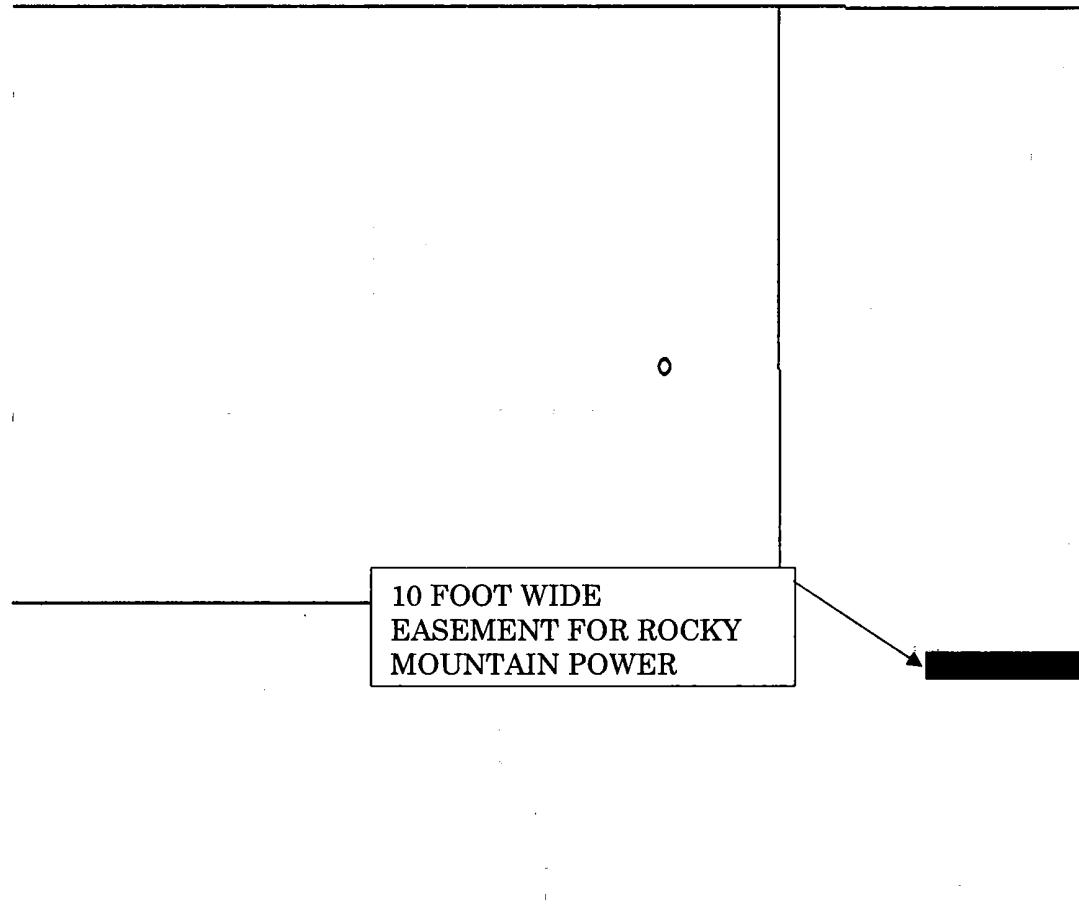
Property Description

Section: 31 Township 1N (N or S), Range 1E (E or W),
SALT LAKE Meridian
County: SALT LAKE State: UTAH
Parcel Number: 09313790280000

199

N

99
St
A



CC#: 11441 WO#: 6723436

Landowner Name: YELLOWSTONE APT

Drawn by: J BLUM

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: NOT TO SCALE

BK 10822 PG 6956

EXHIBIT A