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**ORIGINAL**

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Kameron Shortt

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name: 2100 South Apartments

WO#: 6662786

RW#:

13146615

12/13/2019 01:37 PM \$40.00

Book - 10872 Pg - 2853-2856

RASHELLE HOBBS

RECORDER, SALT LAKE COUNTY, UTAH

ROCKY MOUNTAIN POWER

ATTN: LISA LOUDER

1407 W NORTH TEMPLE STE 110

SLC UT 84116-3171

BY: MGA, DEPUTY - WI 4 P.

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **2100 South Apartments LLC** ("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 1100 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:

**COMPOSITE LEGAL DESCRIPTION**

**Comprised of two (2) parcels identified by Salt Lake County Tax Id. Numbers  
15-13-453-020 & 15-13-453-022,**

**being more particularly described as follows:**

**A part of Lots 2 and 3, Block 7, 5 Acre Plat "A", Big Field Survey within the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:**

**Beginning at the Southeast Corner of said Lot 3 Located 747.77 feet North 89°59'24" East along the Monument Line, and South 00°13'16" West 2,623.81 feet along the Lot Line from the Salt Lake County Monument at the intersection of 1700 South Street and 300 West Street; and running thence South 00°13'16" West 279.11 feet along the Lot Line to the North Line of 2100 South Street as it exists at 41.00 feet half-width; thence North 89°59'25" West 194.73 feet along said North Line; thence North 00°14'29" East 139.89 feet; thence South 89°51'29" West 33.83 feet; thence North 00°07'31" East 138.67 feet to the Lot Line; thence South 89°50'57" West 473.43 feet along the Lot Line to the East line of 300 West Street as widened; thence North 00°01'39" East 143.65 feet along said East line; thence North 89°50'57" East 702.67 feet to the East Line of said Lot 3; thence South 00°13'16" West 143.65 feet along said Lot Line to the point of beginning.**

**159,897 square feet or 3.67 acres+/-**

**Assessor Parcel No.                      15-13-453-020 & 15-13-453-022**

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, 2019.

[Signature] Managing member  
2100 South Apartments LLC, GRANTOR

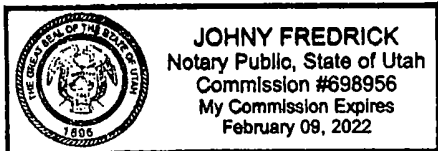
**Acknowledgment by a Corporation, LLC, or Partnership:**

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

On this 2<sup>nd</sup> day of DECEMBER, 2019, before me, the undersigned Notary Public in and for said State, personally appeared JARED FREDRICK (name), known or identified to me to be the MANAGING 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 2100 SOUTH 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.

[Signature]  
(notary signature)

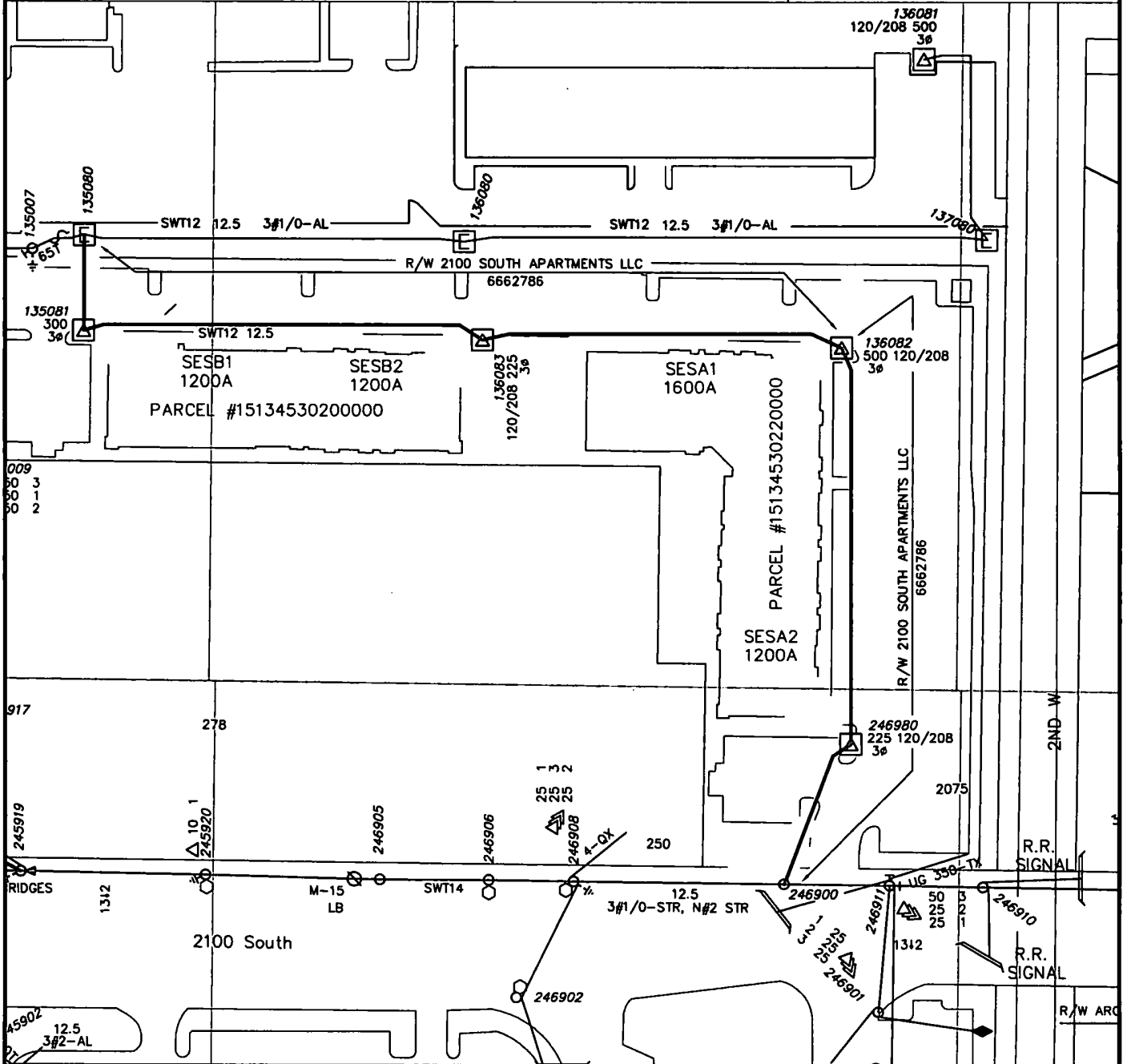


NOTARY PUBLIC FOR UTAH (state)  
Residing at: 3135 S RICHMOND ST, SLC, UT (city, state)  
My Commission Expires: 09/02/2022 (d/m/y)

# Property Description

SECTION:T: 001 S. R:001 W. SLM  
Salt Lake County, Ut

Parcel #: 15134530200000 & 15134530220000



CC #: 11441      WO #: 6662786

Owner: 2100 South Apartments LLC

Author: N/A      N/A

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.

## EXHIBIT A



Scale: NONE