

3
UDOT - Department of Transportation
Right of Way, Fourth Floor
PO Box 148420
Salt Lake City UT 84114-8420

13245525
04/17/2020 10:01 AM \$0.00
Book - 10928 Pg - 7127-7129
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: MONE WARDLE
SLC UT 84114-8420
BY: DSA, DEPUTY - WI 3 P.

Right of Way Easement

Project Name: Bangerter 4 Interchanges
Tax ID No. 27-05-180-001
PIN No. 12566
Project No. S-0154(12)11
Parcel No. 0154:371N:UE

For value received, **IWC E, LLC**, ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Salt Lake County, State of Utah** more particularly described as follows:

A perpetual easement, upon part of an entire tract of property, situate in the SE/4 NW/4 of Section 5 Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said entire tract are described as follows:

Beginning at the intersection of the westerly boundary line of said entire tract and the existing northerly highway right of way of 9000 South Street, which point is 2104.00 feet S.89°13'30"E. along the section line and North 57.14 feet from the West Quarter corner of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence N.00°10'35"E. 31.33 feet along said westerly line; thence East 35.78 feet; thence North 4.38 feet; thence East 33.39 feet; thence North 14.91 feet; thence N.85°00'34"E. 9.93 feet more or less to a point in the easterly boundary line of said entire tract; thence S.00°09'14"W. 51.72 feet along said easterly boundary line to a point in said northerly highway right of way line; thence along said northerly highway right of way line N.89°49'25"W. 79.02 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Continued on Page 2
LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

The above described part of an entire tract contains 2,826 square feet in area or 0.065 acre.

(Note: Rotate above bearings 0°11'29" counter clockwise to equal Record bearings).

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 therefore) the future right to keep the right of way and adjacent lands 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), 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.

IN WITNESS WHEREOF, said IWC E, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this 2 day of April, A.D. 20 20.

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

IWC E, LLC
Limited Liability Company
By [Signature]
Gerald Sommers Manager

On this, the 2 day of April, 20 20, personally appeared before me Gerald Sommers, the undersigned officer, who acknowledged herself/himself to be the manager/a member of IWC E, LLC, a Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

