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

Project Name: Hawthorne House

WO#: 6911683

RW#:

13591331 03/09/2021 01:45 PM \$40.00 Book - 11132 Pg - 9838-9840 RASHELLE HOBES RECORDER, SALT LAKE COUNTY, UTAH ROCKY MOUNTAIN POWER ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SLC UT 84116-3171 BY: ADA, DEPUTY - WI 3 P.

RIGHT OF WAY EASEMENT

For value received, 379 LLC, A Utah Limited Liability Company of Salt Lake City, County of Salt Lake, State of Utah, ("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 20 feet in length, and 10 feet in width and 82.5 feet in length, more or less, 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 and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Legal Description:

Beginning 2-1/2 rods West from the Southeast corner of Lot 1, Block 19, Plat "D", Salt Lake City, Survey, and running thence West 82-1/2 feet; thence North 90-3/4 feet; thence East 82-1/2 feet; thence South 90-3/4 feet to the point of beginning.

Assessor Parcel No. 09-31-456-016-0000

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.

Dated this 4	th_	day of January		, 20 <u>21</u> .
GRANTOR				
GRANTOR				
STATE OF Utah County of Salt Lake) ss.				
County of Salt Lake				
On this 4th day of January	, 2	20 21 , before me, the u	ndersigned N	otary Public in and
for said State, personally appeared Tim				
be the Managing Member				
the corporation, or the (manager / member)				
that executed the instrument or the	per:	son who executed th	ne instrumer	nt on behalf of
379 LLC	(enti	ty name), and acknow	ledged to m	e that said entity
executed the same.				
IN WITNESS WHEREOF, I have hereunt	o set r	ny hand and affixed my	official seal	the day and year in
this certificate first above written.				
		Mila Un	ut	
	_			(Notary Signature)
MICHAEL ARRETT Notary Public State of Utah	r	NOTARY PUBLIC FOR	Utah	(state)
My Commission Expires on:	R	esiding at: Salt Lake	City, UT	(city, state)
October 1, 2022		My Commission Expir	• •	

Property Description

W 1/2 SE 1/4

Section 31 Township 1N

Range 1E

Salt Lake Base & Meridian Salt Lake County, Utah Lot: 09-31-456-016-0000

> 456014 456014 456015 456016 456016 456017 456017 456016 41.25 41.25 41.25 456019 456019 456019 456017 456017 456017 456017 456017 456016

CC#: 11441

WO#: 6911683

379 LLC, a Utah Limited Liability Company

Drawn by Ian Barker p15486

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