

Return to:
Rocky Mountain Power
Brian Young
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Paperbox Developers, LLC Easement
WO#:
RW#: 2020BAY016

13601107
03/17/2021 02:32 PM \$40.00
Book - 11138 Pg - 6338-6343
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 6 P.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Paperbox Developers, L.L.C. ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary 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: A part of Lots 1, 2, 3, and 4, Block 66, Plat A Salt Lake City Survey in Salt Lake County, Utah:

Beginning at a point on the North Line of said Lot 1 located 7.40 feet South 89°58'50" West along said Lot Line from the Northeast Corner of said Lot 1; and running thence South 0°01'10" East 13.35 feet; thence South 27°07'43" East 16.27 feet to the West Line of 300 West Street; thence South 0°03'03" East 102.25 feet along said West Line to the Southeast Corner of Grantor's Property; thence South 89°59'13" West 395.17 feet along the South Line of Grantor's Property to an angle point in said Line; thence North 0°00'47" West 5.00 feet to a point on an interior sideline of this description and a Point hereafter referenced as Point A; thence along interior sidelines of this easement the following seventeen courses: North 89°59'13" East 64.94 feet; North 0°00'47" West 12.50 feet; North 89°59'13" East 15.00 feet; South 0°00'47" East 12.50 feet; North 89°59'13" East 256.97 feet; North 0°01'10" West 12.91 feet; North 89°58'50" East 15.00 feet; South 0°01'10" East 14.41 feet; North 89°59'13" East 40.76 feet; North 0°03'03" West 81.67 feet; North 27°07'43" West 30.96 feet; South 51°49'38" West 24.76 feet; South 89°58'21" West 267.47 feet; South 75°56'27" West 60.62 feet; South 89°58'50" West 36.19 feet; South 0°01'10" East 77.64 feet; and North 89°59'13" East 3.43 feet to previously described reference Point A; thence South 0°00'47" East 5.00 feet retracing the line back to the exterior sideline of this easement at an angle point in Grantor's Property; thence South 0°02'39" East 5.00 feet along Grantor's Property Line; thence South 89°59'13" West 13.43 feet; thence North 0°01'10" West 85.81 feet; thence North 31°38'30" West 46.07 feet;

thence South 89°58'50" West 217.77 feet; thence South 0°03'51" East 60.04 feet to the North Line of Dakota Lofts Condominiums; thence South 89°58'19" West 10.00 feet along said North Line to the Northwest Corner thereof at a point on the East Line of 400 West Street; thence North 0°03'51" West 70.05 feet along said East Line to the Northwest Corner of Lot 4, said Block 66, Plat A; thence North 89°58'50" East 243.92 feet along the North Line of Lots 4 and 3; thence South 0°01'10" East 17.14 feet; thence South 31°38'30" East 23.78 feet; thence North 89°58'50" East 40.50 feet; thence North 75°56'27" East 60.62 feet; thence North 89°58'21" East 265.25 feet; thence North 51°49'38" East 21.76 feet; thence North 0°01'10" West 9.21 feet to the North Line of Lot 1, said Block 66, Plat A; thence North 89°58'50" East 15.00 feet along said Lot Line to the point of beginning.
Easement contains 11,261 sq. ft.

Assessor Parcel No. 15-01-129-041

Notwithstanding the foregoing, Grantee may not install any new above ground facilities, within the easement area where such improvements would also be located within or impede access through a driveway.

Together with the reasonable right of access to the right of way from adjacent lands of Grantor for all necessary 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 buildings, trees, or deep rooted plantings which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than landscaping), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, Grantor shall have the right to use the land within said easement for any purpose consistent with the rights herein conveyed to Grantee, including the right to construct across said easement landscaping, driveways, sidewalks, parking areas and utilities, other than those to be constructed by Grantee, within the above easement area.

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.

Grantor hereby agrees to pay all damages to facilities of Grantee and expenses attributable to such damages caused by Grantor, its agents or contractors, including, but not by way of limitation, any damages caused by the construction and/or maintenance of landscaping, driveways,

sidewalks, parking areas and utilities, other than those to be constructed by Grantee, within the above described easement.

Grantee, by accepting delivery of this grant of easement, hereby agrees to pay all damages caused by its employees, agents, licensees and construction equipment and also agrees to restore the surface of the land after the initial construction and any reconstruction, maintenance, repair, replacement or removal of said facilities, as near as practicable, to the condition found prior to each such operation.

WITNESS the hand of said Grantors, this 17th day of March, 2021.

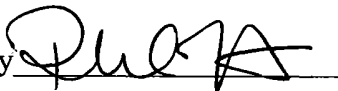
[Signatures on the Following Pages]

GRANTOR:

Paperbox Developers, LLC
a Utah limited liability company

By: PEG OZII GP, LLC
its Manager

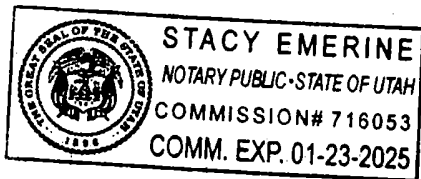
By: PEG Capital Partners, LLC
its Manager

By: 
Name: Rob Fetzer, Manager

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 16th day of March, 2021, by Rob Fetzer, Manager of PEG Capital Partners, LLC, the Manager of PEG OZII GP, LLC, the Manager of Paperbox Developers, LLC, who represented he has authority from and executed this document for and on behalf of Paperbox Developers, LLC.


Notary Public



GRANTEE:

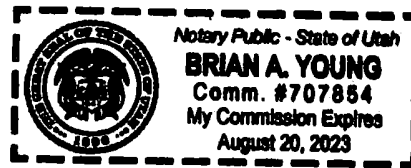
Rocky Mountain Power
an unincorporated division of PacifiCorp its successors and assigns

By: Harold Dudley
Name: ~~REG~~ Harold Dudley
Title: Right of Way Manager

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

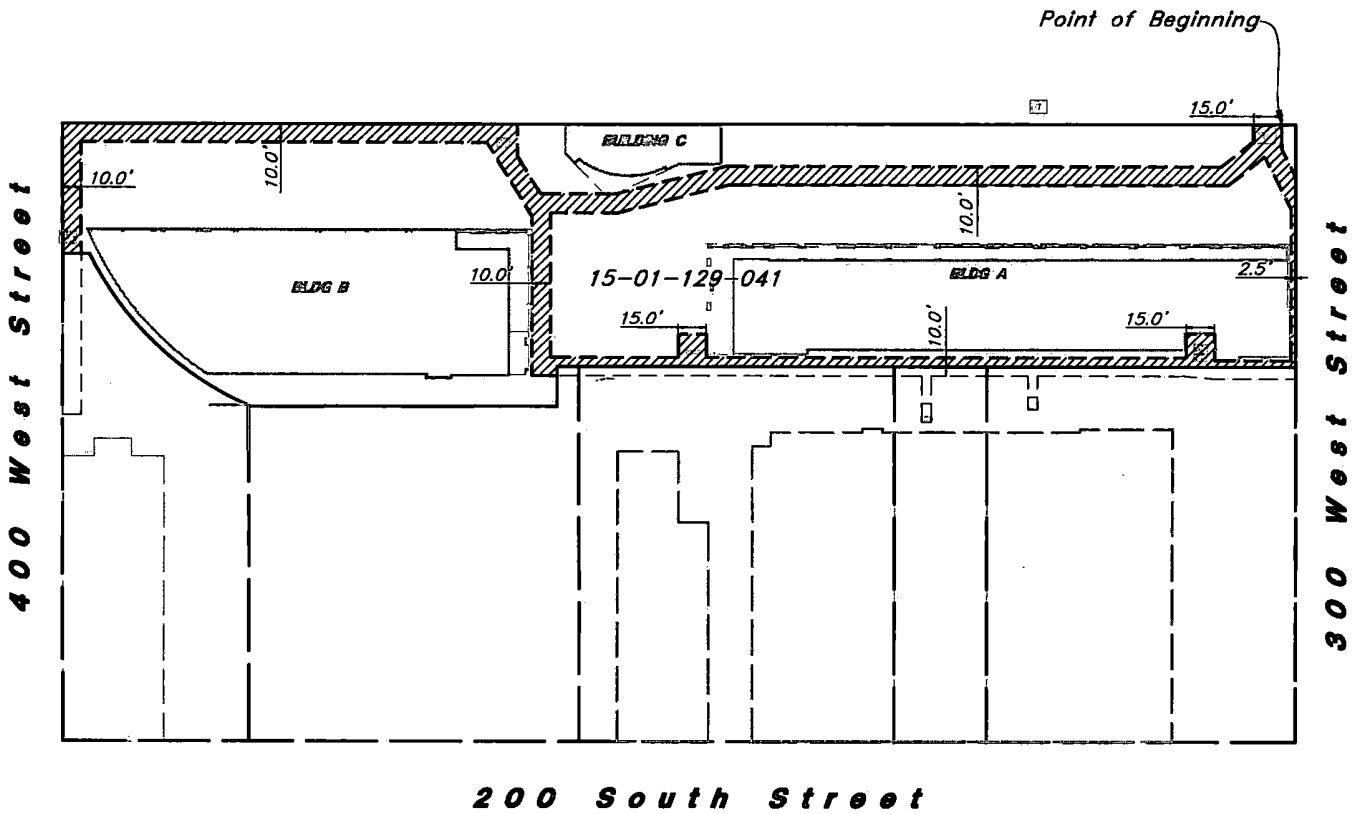
The foregoing instrument was acknowledged before me this 17th day of March, 2021, by Harold Dudley, who represented s/he has authority from and executed this document for and on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp.

Brian A. Young
Notary Public



Property Description

North Half, Section 1, Township 1 South, Range 1 West, Salt Lake Base & Meridian
 U.S. Survey
 County: Salt Lake County, State: UT
 Parcel Number: 15-01-129-041



ccf: wof:
 Landowner Name:
 Drawn by:

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



Scale: 1" = 100'

