

REV05042015

Return to:

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

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04/13/2021 03:49 PM \$40.00
Book - 11156 Pg - 4113-4120
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: KRA, DEPUTY - WI 8 P.

Project Name: 650 S Main

WO#: 6734073

RW#:

RIGHT OF WAY EASEMENT

For value received, 650 MAIN BUILDING, LLC, a Texas limited liability company (“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 an underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto (collectively, the “Facilities”), on, over, or under the surface of the real property of Grantor in Salt Lake County, State of Utah, as more particularly described and/or shown on Exhibit “A” attached hereto and by this reference made a part hereof:

The easement area(s) herein assigned (hereinafter referred to collectively as the “Easement Area”, whether one or more), are described as follows:

1. An easement of variable width containing 0.169 acres (7,362 square feet), the location of which is shown by the area labeled “Rocky Mountain Power Pad Easement” on Exhibit “A-1”, Sheet 1 of 1, attached hereto and made a part hereof.

All Facilities located within the Easement Area shall be located beneath the surface of the Easement Area and no above-grade utility facilities shall be located within the Easement Area EXCEPT, for those above ground features common and attendant to underground utility service, including, but not limited, manholes, electrical switches, meters, relays, communication devices, transformers, temporary by-pass poles and guys and pull boxes, without the prior written consent of Grantor, which consent may be withheld in Grantor’s sole discretion.

Grantor herein reserves the right to place surfacing materials over and across the Easement Area and to use the same for driveways or walkways, and/or parking within the Easement Area, provided, however, no buildings shall be placed on the Easement Area which will obstruct the Easement Area or interfere with the exercise of Grantee's rights. In the event Grantor shall utilize the Easement Area for parking purposes, protective barriers shall be erected and maintained around Grantee's ground structures, and Grantee retains the right to prohibit and/or restrict parking during periods of construction or maintenance work upon its line.

Grantee shall also have reasonable rights of ingress and egress to and from the Easement Area, together with reasonable working space, around the Easement Area for the purposes described hereinabove, together with the additional right to remove from the Easement Area, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into the Easement Areas and which, in the reasonable opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of its Facilities. In non-emergency situations, Grantor herein covenants and agrees to work with Grantee to remedy, relocate or remove any and all obstructions which, in Grantee's opinion may endanger or interfere with the efficient, safe and proper operation, and maintenance of Grantee's Facilities. Further, during emergency situations and/or times of duress, which such times of duress shall be determined at Grantee's reasonable discretion, Grantee shall have the right to remove from the Easement Area all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into the Easement Area and which, in the reasonable opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of Grantee's Facilities.

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 5th day of August, 2020.

GRANTOR:

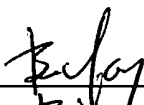
650 MAIN BUILDING, LLC,
a Texas limited liability company

By: PREF 650 Main, LLC,
a Texas limited liability company,
its managing member

By: 
C. Dean Patrinely, President

GRANTEE:

ROCKY MOUNTAIN POWER

By: 
Name: Brian Yang
Title: Sr. Property Agent

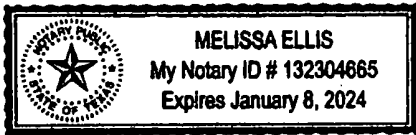
STATE OF TEXAS)
) ss.
County of Harris)

On this 5th day of August, 2020, before me, the undersigned Notary Public in and for said State, personally appeared C. Dean Patrinely, known or identified to me to be the President of PREF 650 Main, LLC, a Texas limited liability company that executed the instrument on behalf of 650 Main Building, LLC, a Texas limited liability company, 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.

Melissa Ellis

(Notary Signature)



NOTARY PUBLIC FOR Texas (state)
Residing at: Houston, TX (city, state)
My Commission Expires: January 8, 2024 (d/m/y)
08/01/24

STATE OF Utah)
County of Salt Lake) ss.

On this 13th day of April, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Brian Young, known or identified to me to be the Sr. Property Agent of Rocky Mountain Power, an unincorporated division of PacifiCorp that executed the instrument on behalf of said entity, 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.

Lisa Louder

(Notary Signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City (city, state)
My Commission Expires: 1.17.2023 (d/m/y)

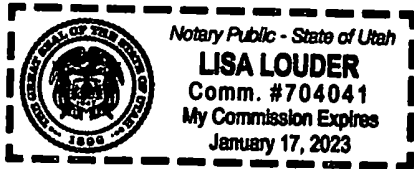


Exhibit A-1



Rocky Mountain Power Easement Description

An easement located in Block 22, Plat A, Salt Lake City Survey, more particularly described as follows;

Beginning at a point on the east right-of-way line of Main Street, said point being South 00°03'32" East 65.58 feet and South 89°56'28" West 30.22 feet and South 0°02'29" East 355.02 feet from the monument located at the intersection of Main Street and 600 South Street and running;

Thence South 0°02'29" East 10.00 feet along said east right-of-way line;

Thence West 164.79 feet;

Thence South 20.03 feet;

Thence South 44°16'14" East 24.85 feet;

Thence South 0°02'11" East 66.43 feet;

Thence North 89°59'35" East 35.93 feet;

Thence North 0°03'32" West 4.14 feet;

Thence North 89°56'58" East 15.53 feet;

Thence South 0°03'02" East 14.81 feet;

Thence South 89°59'18" West 50.40 feet;

Thence South 0°00'07" East 15.32 feet;

Thence South 89°56'21" West 18.67 feet;

Thence North 0°02'09" West 26.01 feet;

Thence North 89°59'40" East 7.35 feet;

Thence North 0°00'45" West 53.43 feet;

Thence South 89°58'24" West 172.46 feet;

Thence North 0°02'07" West 12.86 feet;

Thence East 155.37 feet;

Thence North 134.41 feet;

Thence East 17.92 feet;

Thence South 29.75 feet;

Thence West 7.92 feet;

Thence South 56.62 feet;

Thence East 164.78 feet to the point of beginning.

Easement contains 7,362 sq. ft. 0.169 acres

