

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

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11/12/2021 4:26:00 PM \$40.00
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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 8 P.

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TAXID: 08-34-353-055
08-34-353-038

EASEMENT

For good and valuable consideration, North Temple LIHTC, LLC, a Utah limited liability company, (“Grantor”), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, (“Grantee”), an easement for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: underground wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets (collectively, the “Power Improvements”), on, over, or under the surface of the real property of Grantor in Salt Lake County, State of Utah (the “Property”) as more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof:

Legal Description: **Exhibit A**

Grantee’s rights under this easement shall be limited solely to the construction, reconstruction, operation, maintenance, repair, replacement and removal of such Power Improvements as are reasonably required in connection with the provision of service by Grantee to the improvements to be located upon the Property. Grantee agrees that it shall exercise its rights under this easement, and shall construct all Power Improvements, in a manner consistent with the electrical plan identified on **Exhibit B** attached hereto and by this reference made part hereof.

At Grantor’s option, this easement may be terminated and replaced following construction of the improvements upon the Property by an easement instrument identifying the location of all Power Improvements (the “New Easement”). The New Easement shall be prepared on a Grantee approved easement template form. Grantee shall verify to its sole satisfaction and at the sole cost to Grantor, that the legal description of such New Easement as shown by any such instrument match the actual location of all facilities installed pursuant to this easement. If Grantee is satisfied, in its reasonable discretion, that all facilities installed pursuant to this easement are located entirely within the New Easement, this easement shall be extinguished, at the sole cost to Grantor.

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.

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 10th day of November, 2021.

GRANTOR:

NORTH TEMPLE LIHTC, LLC,
a Utah limited liability company

By: GBC Housing I, LLC, a Utah limited
liability company, its Managing Member

By: Gardner Batt, LLC, a Utah limited liability
company, its Manager

By: Michael D. Batt
Name: Michael D. Batt
Its: Manager

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 10 day of November, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Michael D. Batt, known or identified to me to be the Manager of Gardner Batt, LLC, a Utah limited liability company, the Manager of GBC Housing I, LLC, a Utah limited liability company, the Managing Member of North Temple LIHTC, LLC, a Utah limited liability company, the person who 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.



(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City, Utah (city, state)
My Commission Expires: 07/31/2024 (d/m/y)

EXHIBIT A

EXHIBIT A

A parcel of land situate in the Southwest Quarter of Section 34, Township 1 North, Range 1 West, and in the Northwest Quarter of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Southerly Right-of-Way of North Temple Street, said point being North 89°58'38" East 322.84 feet along the monument line and South 00°01'22" East 74.41 feet from the Street Monument at 2050 West Street and North Temple Street, said monument being North 0°00'38" West 739.45 feet from the Southwest Corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence along the Southerly Right-of-Way of said North Temple Street the following eight (8) courses:

(1) North 89°57'15" East 91.05 feet;

(2) South 45°42'14" East 23.78 feet;

(3) East 44.14 feet;

(4) North 50°03'30" East 25.11 feet;

(5) North 87°09'19" East 7.22 feet;

(6) North 87°09'19" East 161.25 feet;

(7) North 89°58'38" East 13.26 feet;

(8) North 89°58'38" East 301.21 feet;

thence South 00°00'43" East 672.30 feet;

thence North 89°56'42" East 307.01 feet to the Westerly Right-of-Way of Orange Street (1850 West Street);

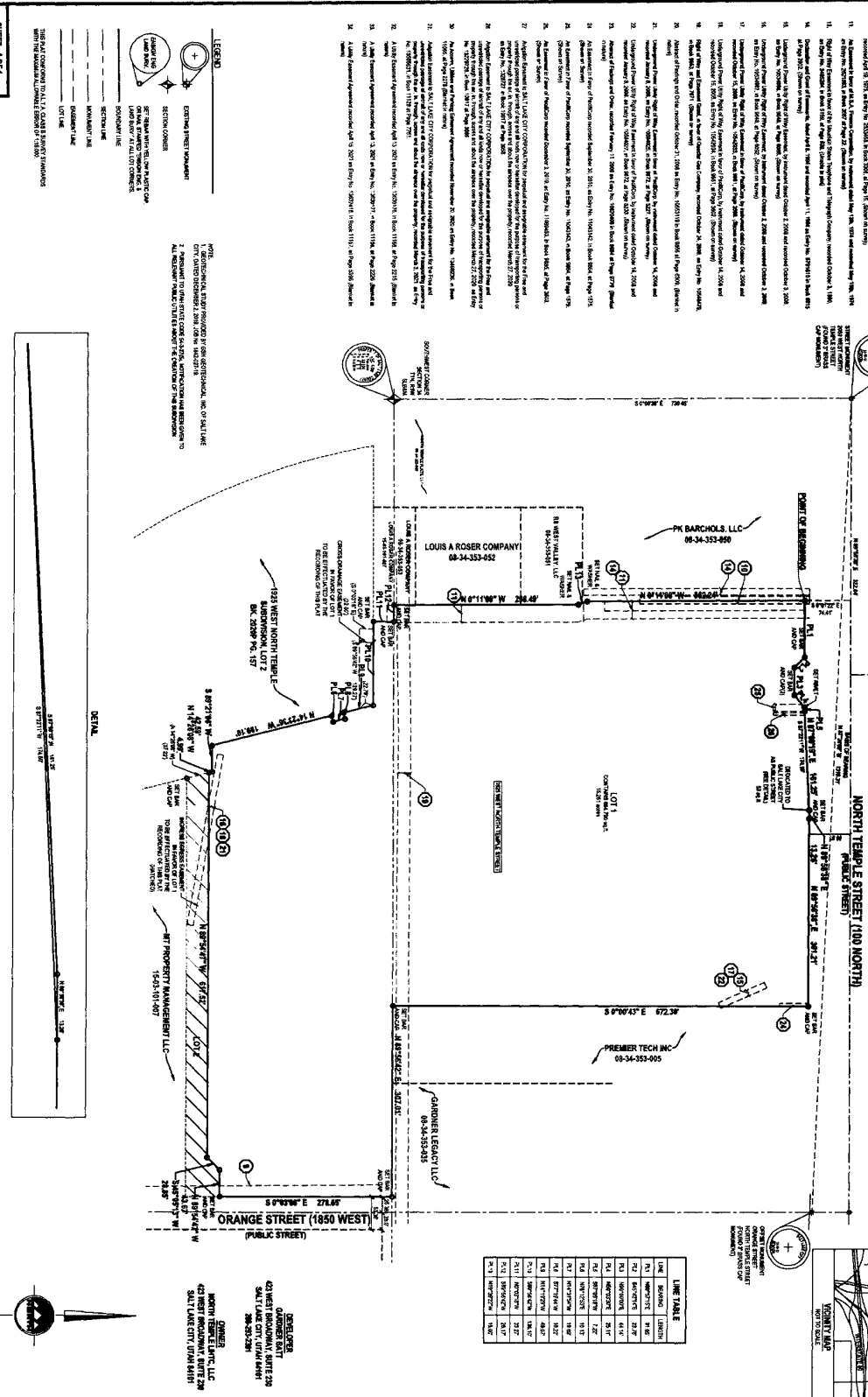
thence along said Westerly Right-of-Way South 00°03'08" East 278.65 feet to the Northerly Line of 1925 West North Temple

Contains 664,790 Square Feet or 15.261 Acres.

EXHIBIT A

1925 WEST NORTH TEMPLE SUBDIVISION AMENDED

AMENDING LOT 1, OF THE 1925 WEST NORTH TEMPLE SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 WEST, AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, SALT LAKE COUNTY, UTAH



LOT TABLE

LINE	BOUNDARY	LENGTH
1	NORTH	317.76
2	EAST	217.87
3	SOUTH	217.87
4	WEST	317.76
5	NORTH	317.76
6	EAST	217.87
7	SOUTH	217.87
8	WEST	317.76
9	NORTH	317.76
10	EAST	217.87
11	SOUTH	217.87
12	WEST	317.76
13	NORTH	317.76
14	EAST	217.87
15	SOUTH	217.87
16	WEST	317.76

LEGEND

- EXISTING STREET WYTHEMANT
- SECTION CORNER
- SET REQUIREMENTS FOR PLACED C&G
- LAND SURVEY
- SECURITY LINE
- MONUMENT LINE
- EXISTING LINE
- LOT LINE

NOTES

1. ALL INFORMATION IS TO BE PROVIDED BY THE CLIENT TO THE SURVEYOR.
2. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS AND REVISIONS TO ALL INFORMATION PROVIDED BY THE CLIENT.
3. ALL INFORMATION IS TO BE PROVIDED BY THE CLIENT TO THE SURVEYOR.

APPROVED BY:

CITY PLANNING DIRECTOR

CITY ENGINEER

CITY PUBLIC UTILITIES DEPARTMENT

CITY ATTORNEY

CITY MANAGER

APPROVED BY:

CITY PLANNING DIRECTOR

CITY ENGINEER

CITY PUBLIC UTILITIES DEPARTMENT

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CITY PLANNING DIRECTOR

CITY ENGINEER

CITY PUBLIC UTILITIES DEPARTMENT

CITY ATTORNEY

CITY MANAGER

OWNER'S DECLARATION AND CONSENT TO RECORD

1925 WEST NORTH TEMPLE SUBDIVISION

UNITED LIABILITY COMPANY ACKNOWLEDGEMENT

7/27/21

PROJECT INFORMATION

PROJECT NAME: 1925 WEST NORTH TEMPLE SUBDIVISION AMENDED

PROJECT NUMBER: 2021-001

PROJECT LOCATION: SALT LAKE COUNTY, UTAH

OWNER: NORTH TEMPLE APARTS, LLC

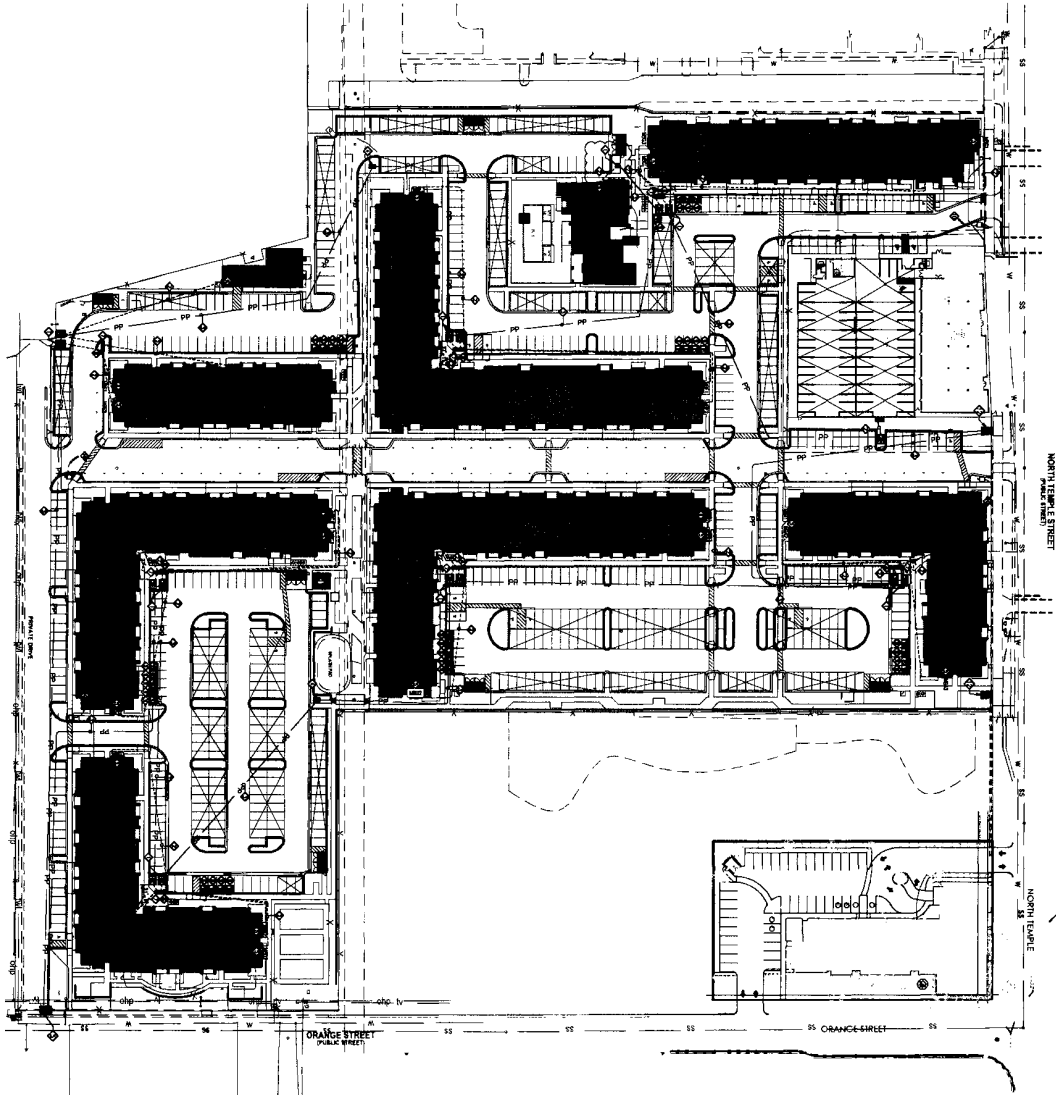
PREPARED BY: ENSIGN

DATE: 7/27/21

SCALE: AS SHOWN

EXHIBIT B

EXHIBIT B



SITE ELECTRICAL PLAN

PERFORMANCE NOTE:

1. THE ELECTRICAL SYSTEM TO BE PROVIDED AT THIS PROJECT LOCATION IS THE RESULT OF THE DESIGNER'S BEST PROFESSIONAL JUDGMENT AND IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE DESIGNER'S VISUAL INSPECTION OF THE PROJECT LOCATION. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT LOCATION AND HAS REVIEWED THE RECORD DRAWINGS AND AS-BUILT INFORMATION PROVIDED BY THE CLIENT. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT LOCATION AND HAS REVIEWED THE RECORD DRAWINGS AND AS-BUILT INFORMATION PROVIDED BY THE CLIENT. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT LOCATION AND HAS REVIEWED THE RECORD DRAWINGS AND AS-BUILT INFORMATION PROVIDED BY THE CLIENT.
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- ELECTRICAL KEYED NOTES:**
- 1. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
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RMP Easement Note:

For the purpose of this easement granted to Rocky Mountain Power, no electrical gas or underground conduits will be permitted within any area designated in gray on this site plan where a building is located. All electrical gear to be owned by Rocky Mountain Power will be located as designated on the site plan and as labeled in the Electrical Keyed Notes on this document. Other areas where there is not a building located, RMP shall be permitted to run underground conduits and wire as reasonably shall be required for the property owner so as not to conflict with other underground utilities.

ROYAL ENGINEERING
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 SALT LAKE CITY, UT 84119
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 FAX: 801.487.1001
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ENGINEER
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DATE
 November 9, 2021

PROJECT
 THE VILLAGE AT NORTH STATION
 1925 W North Temple
 Salt Lake City, Utah

Sheet Title
 SITE ELECTRICAL PLAN

Sheet Number
 E02