

REV101512

Return to:

Rocky Mountain Power
Lisa Louder/Bryan Millward
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

13996331 B: 11362 P: 3520 Total Pages: 4
08/05/2022 02:56 PM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SALT LAKE CITY, UT 84116

Project Name: Telegraph Exchange
WO#: 6981223

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **833 Lofts LLC** (“Grantor”), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, (“Grantee”), an easement for a right of way, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable 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 attached hereto and by this reference made a part hereof:

Legal Description
POWER EASEMENT DESCRIPTION

A part of Lots 3 & 4, Block 2, Plat “B” Salt Lake City Survey, located in Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located S0°01’02”E 373.67 feet from the Northwest Corner of Block 2, Plat “B” Salt Lake City Survey; thence EAST 120.74 feet; thence S47°26’17”E 15.88 feet; thence SOUTH 11.60 feet; thence WEST 10 feet; thence NORTH 7.20 feet; thence N47°26’17”W 7.59 feet; thence WEST 116.84 feet; thence N0°01’02”W along the Said Lot line 10.00 feet to the point of beginning.

Contains: 1,400 square feet

Assessor Parcel No. 16-08-176-028

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.

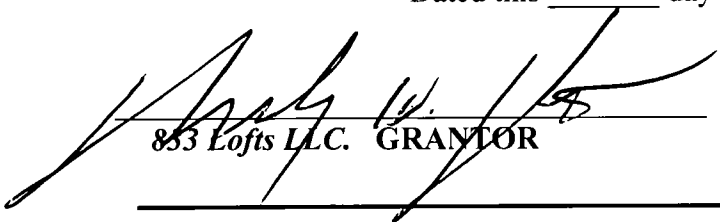
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing

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 11 day of July, 2022

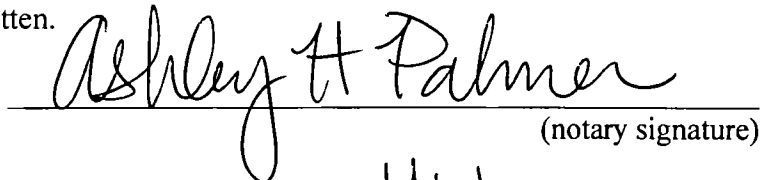

853 Lofts LLC. GRANTOR

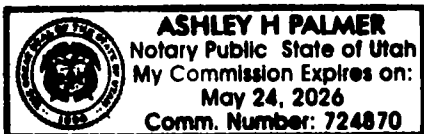
Acknowledgment

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

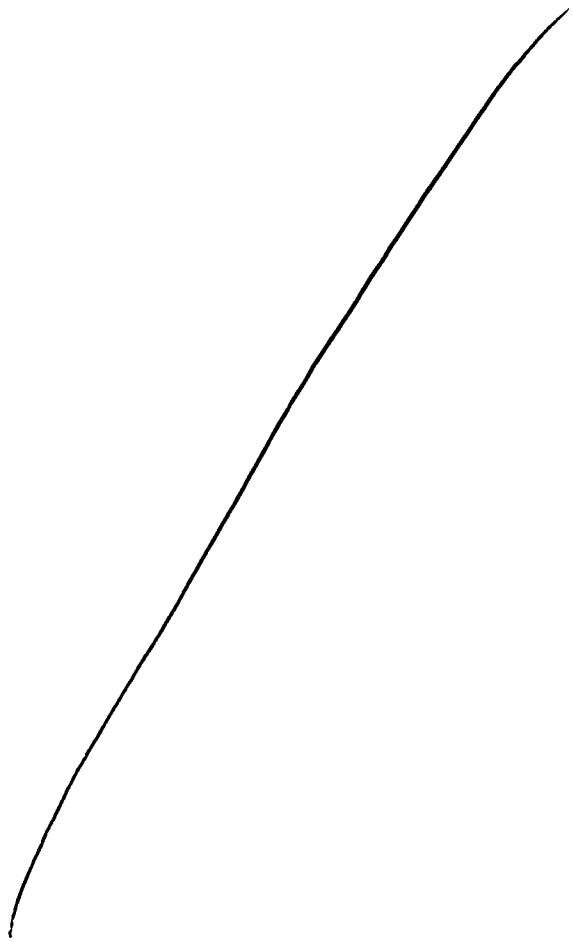
On this 11 day of July, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Mich Peters (name), known or identified to me to be the (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or 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)

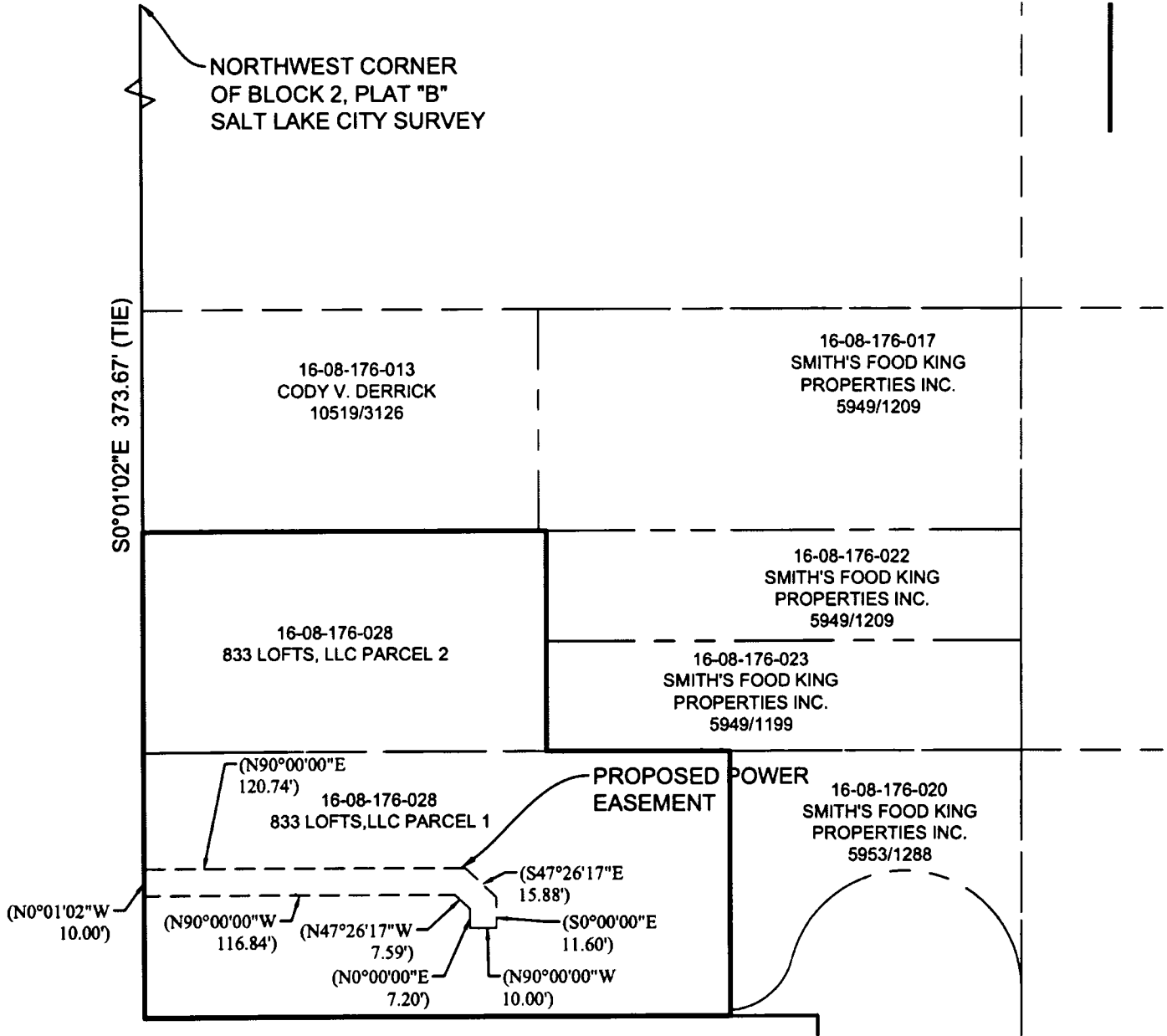


NOTARY PUBLIC FOR Utah (state)
Residing at: Bountiful, Utah (city, state)
My Commission Expires: 24 May 2026 d/m/y



Property Description

Quarter: SE Quarter: NW Section: 8 Township 1S (N or S),
 Range 1E (E or W), SALT LAKE Meridian
 County: SALT LAKE State: UTAH
 Parcel Number: 16-08-176-028



CC#: WO#: 6981223

Landowner Name: 833 Lofts LLC

Drawn by: SGA

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"=60'