

4  
REV05042015

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

14040995 B: 11384 P: 9479 Total Pages: 4  
11/10/2022 02:25 PM By: adavis Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: ROCKY MOUNTAIN POWER  
1407 W NORTH TEMPLE, STE 110 ATTN: BRIAN YOUNG SALT LAKE CITY, UT

Project Name: Westgate Lofts Easement  
WO#:  
RW#: 2020BAY016

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Westgate Lofts Condominium Association, a Utah non-profit corporation. ("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 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 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 2 and 3, Block 66, Plat A, Salt Lake City Survey:

Beginning at the Northeast Corner of Grantor's Property located 214.62 feet South 89°59'19" West along the North Line of 200 South Street; and 200.05 feet North 0°14'26" West along the East Line of said Grantor's Property from the Southeast Corner of said Block 66; and running thence South 0°14'26" East 5.00 feet along the East Line of Grantor's Property; thence South 89°59'13" West 169.65 feet to the West Line of Grantor's Property; thence North 0°00'47" West 5.00 feet along said West Line to the Northwest Corner of Grantor's Property; thence North 89°59'13" East 169.67 feet along the North Line of Grantor's Property to the point of beginning. **Easement contains 848 sq. ft**

**Assessor Parcel No. 15-01-132-133**

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.

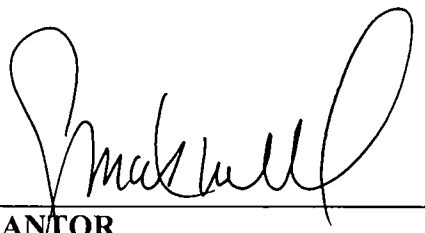
At no time shall Grantor place or store any flammable materials (other than landscaping), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, Grantor shall have the right to use the land within said easement for any purpose consistent with the rights 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.

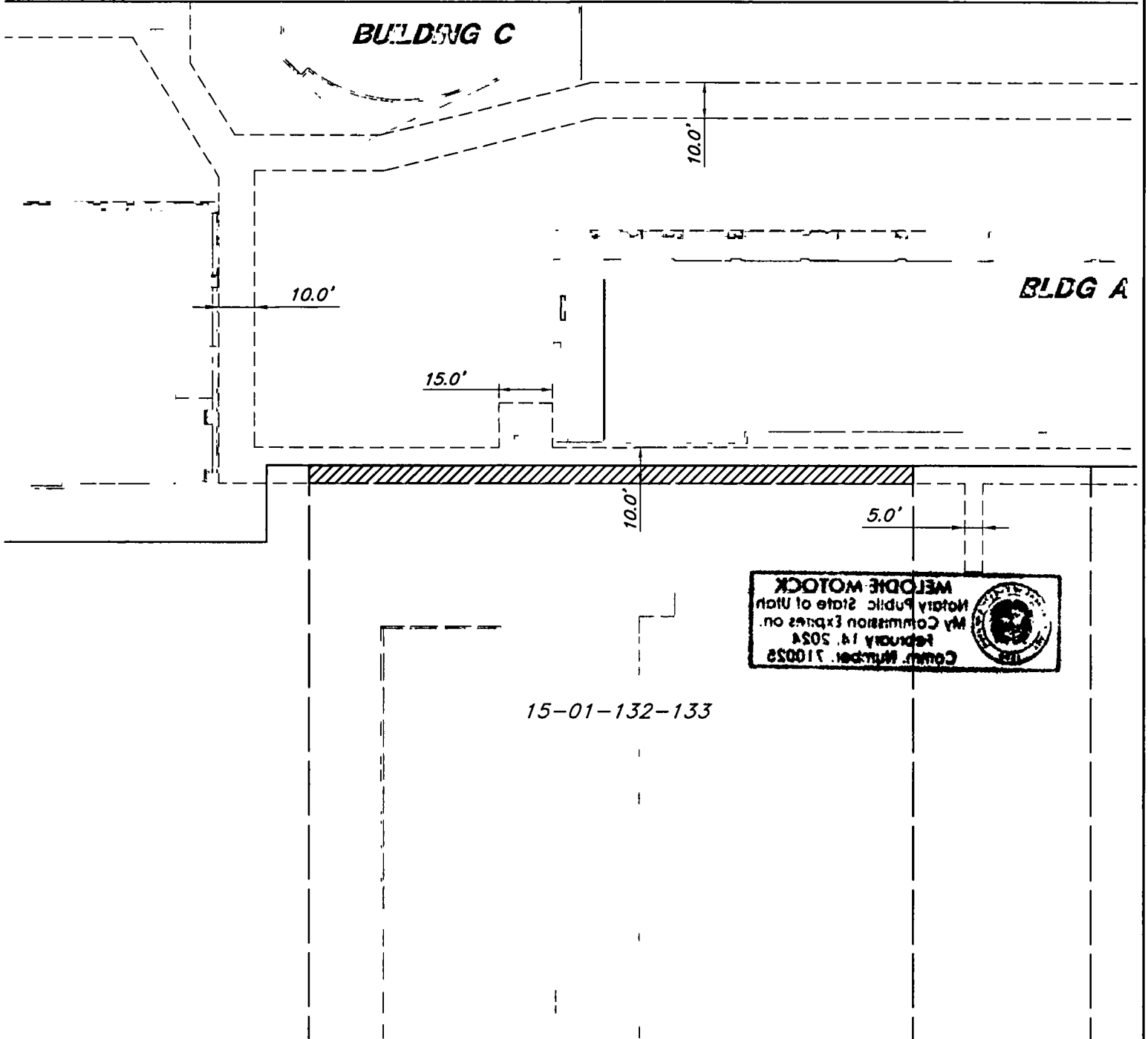
Grantee, by accepting delivery of this grant of easement, hereby agrees to pay all damages caused by its employees, agents, licensees and construction equipment and also agrees to restore the surface of the land after the initial construction and any reconstruction, maintenance, repair, replacement or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

Dated this 1<sup>st</sup> day of November, 2022

  
\_\_\_\_\_  
GRANTOR

**Property Description**

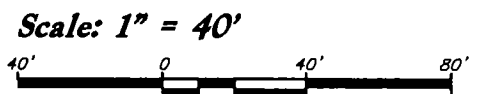
North Half, Section 1, Township 1 South, Range 1 West, Salt Lake Base & Meridian  
U.S. Survey  
County: Salt Lake County, State: UT  
Parcel Number: 15-01-132-133



CC#:      WO#:  
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**



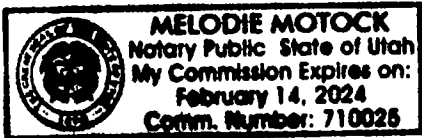
**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Utah )  
County of Salt Lake ) ss.

On this 01 day of November, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Steven Maxwell (name), known or identified to me to be the Westgate Lofts HOA (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 Westgate Lofts (entity name), 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.

Melodie Motock  
(Notary Signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City (city, state)  
My Commission Expires: 02/14/2024 (d/m/y)