

14084222 B: 11407 P: 4832 Total Pages: 4  
03/20/2023 03:37 PM By: csummers 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

REV05042015

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



Project Name: SWT11 WESTERN REGION NPHC 60 UNIT APPT  
WO#: 7000806  
RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, LIMA ECHO ECHO, LLC ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 18 feet in width and 29 feet in length, more or less, 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(s) A attached hereto and by this reference made a part hereof:

#### Legal Description:

A an easement reserved in favor of Rocky Mountain Power, said easement being located in a portion of Lot 48 & a portion of Lot 49, BURR OAK ADDITION, A Subdivision of Lot 17, Block 9, 5 Acre Plat "A" Big Field Survey, recorded on September 22, 1891 as Map File No. 43637 in the office of the Salt Lake County Recorder, also being located in the SW1/4 of the NE1/4 of Section 13, Township 1 South, Range 1 West, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at a point on the northerly right-of-way of Andrew Avenue, said point being located on the southerly line of said Lot 49, BURR OAK ADDITION, said point also being located N89°54'13"W 57.03 feet along the Monument line and N0°05'47"E 16.50 feet and N89°54'13"W 175.51 feet along said right-of-way from the centerline monument located at the intersection of Andrew Avenue & 300 West Street; running thence westerly along said Subdivision line N89°54'13"W 17.71 to a point on the southwest corner as described by a Warranty Deed, recorded on November 22, 2016 as Entry No. 12418631 in Book 10503 at Page 211-212 of official records; thence northerly along said Deed N0°05'47"E 28.96 feet; thence S89°53'15"E 17.59 feet; thence S0°08'27"E 28.95 feet to the point of beginning.  
Contains 511 Sq. Feet±

Assessor Parcel No. 15-13-206-008-0000

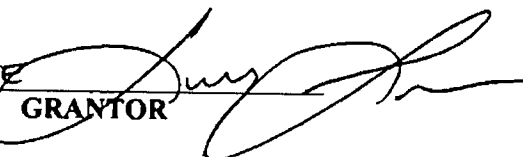
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, 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 15 day of MARCH, 2023.

JERRY LEE  
*Print and Sign* GRANTOR 

\_\_\_\_\_  
*Print and Sign* GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

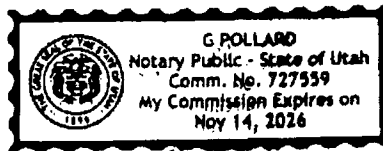
STATE OF UTAH )  
 ) ss.  
County of SALT LAKE )

On this 15 day of MARCH, 2023, before me, the undersigned Notary Public in and for said State, personally appeared JERRY LEE (name), known or identified to me to be the MEMBER (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 LIMA ECHO ECHO (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.

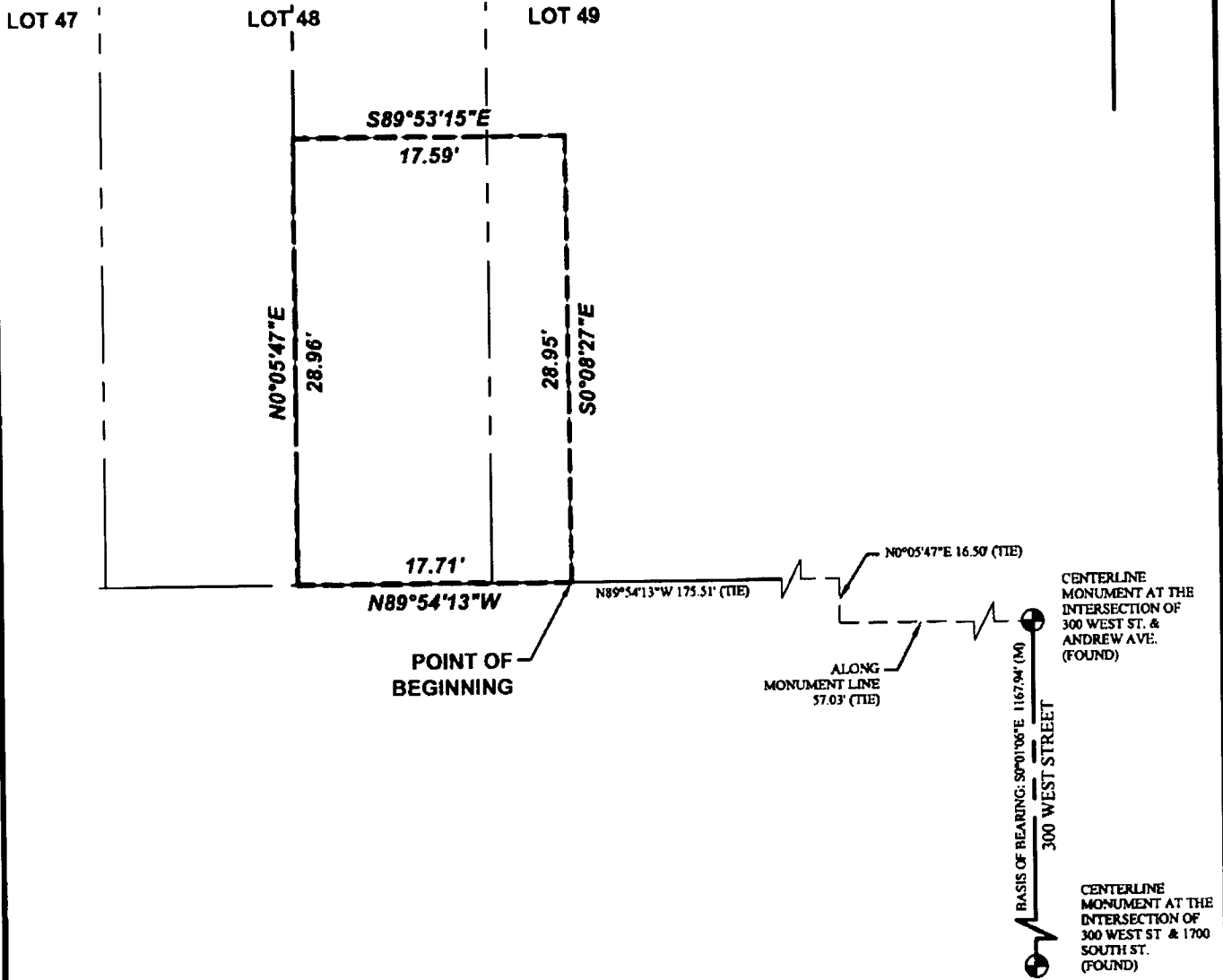
[Signature]  
(notary signature)

NOTARY PUBLIC FOR UTAH (state)  
Residing at: SALT LAKE (city, state)  
My Commission Expires: 1-14-2026 (d/m/y)



**Property Description**

Quarter: SW Quarter: NE Section: 13 Township 1S (N or S),  
 Range 1W (E or W), SALT LAKE BASE & Meridian  
 County: SALT LAKE State: UTAH  
 Parcel Number: 15-13-206-008



|                                     |      |
|-------------------------------------|------|
| CC#:                                | WO#: |
| Landowner Name: LIMA LIMA ECHO, LLC |      |
| Drawn by: TGA                       |      |
| <b>EXHIBIT A</b>                    |      |

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.



SCALE: 1"=20'

T:\2021\20210815 1512 150.mxd 300 West Street 27-2007.dwg User: jk... 27-2007.dwg