

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

13755193
8/26/2021 9:40:00 AM \$40.00
Book - 11228 Pg - 4805-4808
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 4 P.

Project Name: Telegraph Exchange Easement
WO#:
RW#: 2020BAY016

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Telegraph Exchange, LLC, a Utah 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 underground electric power transmission, distribution and communication lines and all necessary 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 part of Lots 3, Block 66, Plat A, Salt Lake City Survey:

Beginning at the Northeast Corner of Grantor’s Property located 383.40 feet South 89°59’19” West along the North Line of 200 South Street; and 200.04 feet North 0°00’47” West along the East Line of said Grantor’s Property from the Southeast Corner of said Block 66; and running thence South 0°00’47” East 5.00 feet along the East Line of Grantor’s Property; thence South 89°59’13” West 11.90 feet to the West Line of Grantor’s Property; thence North 0°02’39” West 5.00 feet along said West Line to an angle point in the North Line of Grantor’s Property; thence North 89°59’13” East 11.90 feet along the North Line of Grantor’s Property to the point of beginning. Easement contains **59 sq. ft.**

Assessor Parcel No. 15-01-129-029

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.

[Signatures on the Following Pages]



WITNESS the hand of said Grantors, this 25th day of August, 2021.

GRANTOR:

Telegraph Exchange, LLC, a Utah limited liability company

Signature: Micah W Peters
Signed on 2021/08/25 16:03:48 -8:00

Name: Micah W. Peters

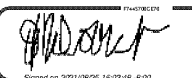
Title: Manager

Acknowledgment:

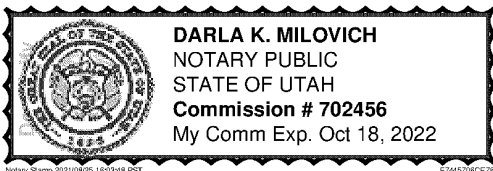
STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 25th day of August, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Micah W. Peters, known or identified to me to be the Manager of the limited liability company who executed this instrument on behalf of Telegraph Exchange, LLC, a Utah limited liability company, and acknowledged to me that said entity executed the same. This act was performed via remote online audio-visual communication.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Signed on 2021/08/25 16:03:48 -8:00

(Notary Signature)



NOTARY PUBLIC FOR UTAH
Residing at: SALT LAKE COUNTY, UTAH
My Commission Expires: 10/22/2021
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

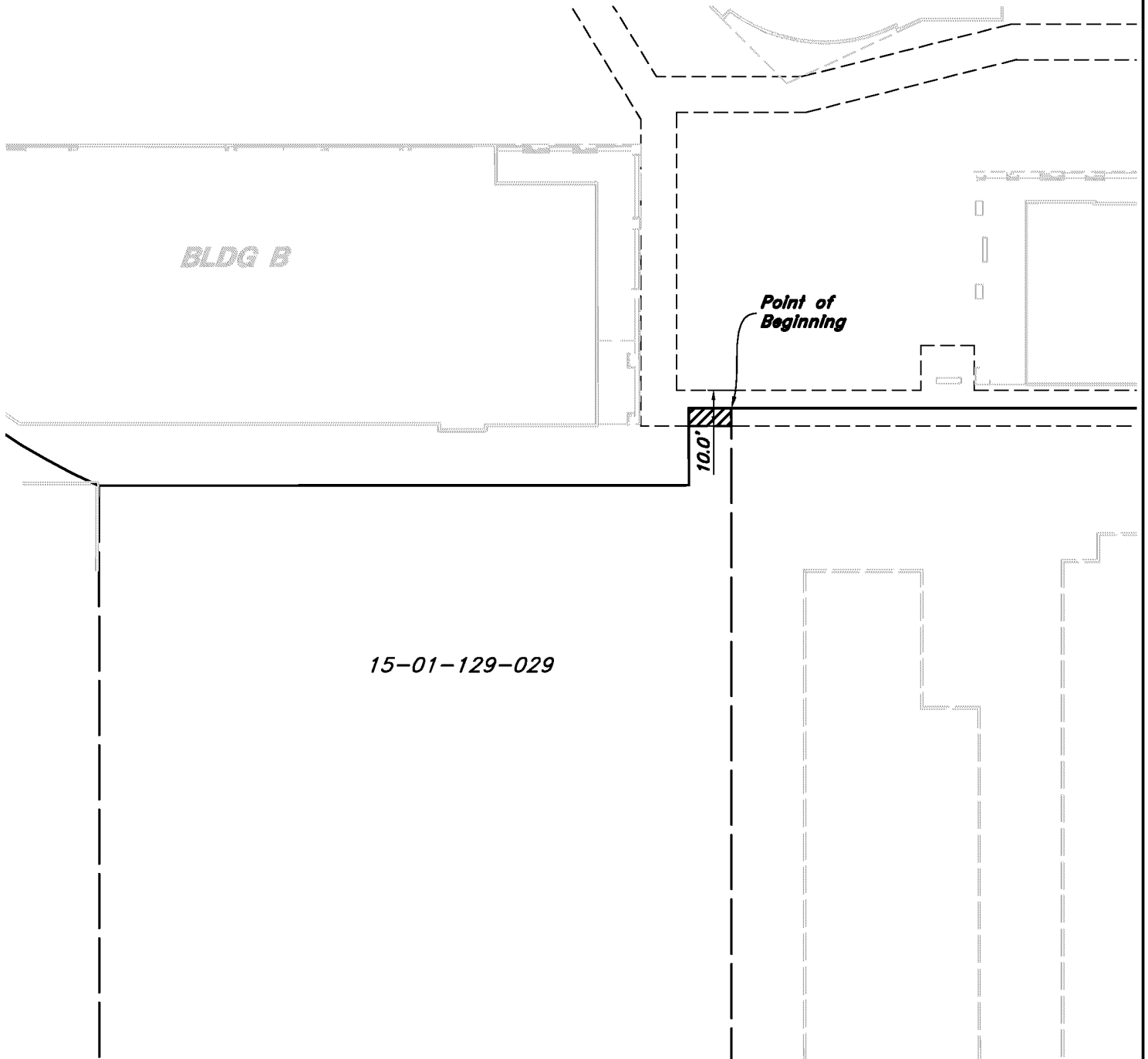
10/22/2022



E8E8F8A7-AD8A-4CDA-B8EA-27A7B8D5158D --- 2021/08/25 15:40:13 -8:00 --- Remote Notary

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: 15-01-129-029



CC#: Wof:
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



Scale: 1" = 40'

