13772464 9/14/2021 12:40:00 PM \$40.00 Book - 11238 Pg - 5265-5267 **RASHELLE HOBBS** Recorder, Salt Lake County, UT

COTTONWOOD TITLE

BY: eCASH, DEPUTY - EF 3 P.

Rocky Mountain Power Return to:

> 1407 W. North Temple, #110 Salt Lake City, UT 84116

CC#: Work Order#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Central West Apartments, 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 12 feet in width and 12 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 parcel of land situate in the Northwest Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°53'06" West 234.00 feet and South 00°03'32" East 165.00 feet from the Northeast Corner of Lot 5, Block 63, Plat "A", Salt Lake City Survey, said point also being South 86°59'32" East 380.34 feet and South 213.78 feet from the Street Monument at the Intersection of 200 South Street and 600 West Street, and running

thence South 89°53'06" West 12.00 feet; thence North 00°06'54" West 12.00 feet; thence North 89°53'06" East 12.00 feet; thence South 00°06'54" East 12.00 feet to the point of beginning.

Contains 144 Square Feet

Assessor Parcel No. 15-01-151-015-0000

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.

Dated this day o	f September, 2021.
Central West Apartments, LLC GRANTOR	
REPRESENTATIVE ACKNOWLEDGEMENT	
State of Utah)
State of <u>Utah</u> County of <u>Salt Lake</u>	SS.
This instrument was acknowledged before me 2001, by Michael D. Bett. Name of Representative	
Name of Entity on behalf of whom instrument was	s executed
	Notary Public
[Seal]	My commission expires: _07/31/2027
JAKE JACKSON NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 07/31/2024 Commission # 713292	

Exhibit A

