

REV05042015

Return to:
Rocky Mountain Power
Brent Bedke
Journeyman Estimator
12840 S. Pony Express Rd
Draper, UT 84020

12636399
10/13/2017 02:58 PM \$16.00
Book - 10608 Pg - 7743-7746
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
JUSTIN WALL
5225 WILLIE POST WAY
SUITE 410
SLC UT 84116
BY: CRP, DEPUTY - WI 4 P.

Project Name: SAL – Rosecrest
WO#: 6290609
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Providence Hall** (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 10 feet in width and 712 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 ten feet (10') wide for the purpose of serving a telecommunications equipment lease area, situate within the corporate limits of Herriman City, Salt Lake County, Utah, said lease parcel comprising a portion of Lot 1, Rosecrest Providence Hall Subdivision 3; the centerline of said parcel is more particularly described by metes and bounds as follows:
Beginning at a point that is 5 feet from an existing back of curb, said point is also 386.00 feet South and 144.88 feet West of a Rebar and Cap marking the Northeast corner of Lot 1, Rosecrest Providence Hall Subdivision 3; thence maintaining 5 feet from said back of curb for the following courses; S 41°05'18" W 16.78 feet, thence S 41°22'53" W 24.81 feet, thence S 42°29'13" W 23.04 feet, thence S 48°16'56" W 10.43 feet, thence S 60°46'40" W 9.90 feet, thence S 73°50'21" W 12.25 feet, thence S 89°46'09" W 20.38 feet, thence N 84°28'26" W 135.99 feet, thence leaving said curb N 72°04'36" W 54.36 feet to a point that is 5 feet from an existing back of curb, thence maintaining 5 feet from said curb N 15°40'56" W 124.07 feet, thence N 20°20'20" E 33.52 feet to a point that is 5 feet from said back of curb, thence maintaining said 5 feet from curb N 15°20'21" W 246.55 feet to the terminus of said centerline.
The above described parcel of land contains 7,120.90 square feet in area or 0.163 of an acre more or less.

Assessor Parcel No.

3307326002

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 11th day of October, 2017



PROVIDENCE HALL - GRANTOR

Lynne Raux

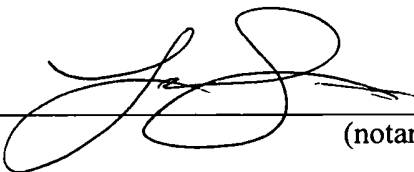
(Insert Grantor Name Here) GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

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

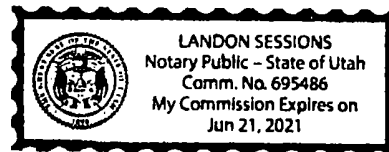
On this 11 day of October, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Lynne Roux (name), known or identified to me to be the Grantor (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Providence Hall (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.



(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Heriman, ut (city, state)
My Commission Expires: 21/6/2021 (d/m/y)



SITE ACCESS NOTES:

1. SITE ACCESS GRANTED VIA LEASE AGREEMENT AND WILL BE VIA THE MOST REASONABLE, NON-EXCLUSIVE, AND NON-INTERFERING ROUTE POSSIBLE TO LESSEE EQUIPMENT TO ENSURE UNINTERRUPTED USE AND ENJOYMENT OF THE UNDERLYING PARCEL AND BUILDINGS.

PARENT PARCEL
3307326002

PATRIOT RIDGE DRIVE

LOT LINE

EXISTING TRANSFORMER

EXISTING BUILDING

(N) RMP/VZW 10' WIDE UTILITY EASEMENT

EXISTING PARKING

(N) VZW (1008.53 SQ. FT.) LEASE AREA

LOT LINE



09-05-2017

CC#: WO#: 6290609

Landowner Name: PROVIDENCE HALL

Drawn by: J5 INFRASTRUCTURE PARTNERS

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: N.T.S.