

REV05042015

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

**00741069**

B: 1476 P: 87 Fee \$40.00  
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03/02/2020 10:54:42 AM By ROCKY MOUNTAIN POWER



Project Name: **Sandstone Apartments**  
WO#: 006665467  
RW#:

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **Northwest Sandstone, LLC** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 15.00 feet in width and 449.50 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 **Iron County**, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **Exhibit A-1** attached hereto and by this reference made a part hereof:

Legal Description: **See Exhibit A**

Assessor Parcel No. B-1196-0042-0000

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 20 day of February, 2020.

Northwest Sandstone LLC,  
an Idaho limited liability company

By: The Sandstone Manager LLC,  
an Idaho limited liability company,  
its Managing Member

By: Northwest Real Estate Capital Corp.,  
an Idaho nonprofit corporation,  
its Sole Member

By:   
Name: Noel Gill  
Its: EVP

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

STATE OF Idaho )  
County of Ada ) ss.

On this 20 day of February, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Noel Gill (name), known or identified to me to be the Executive Vice President (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 Northwest Sundstone LLC (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.



Thea Stemple  
\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR Idaho (state)  
Residing at: Boise ID (city, state)  
My Commission Expires: 12/04/2024 (d/m/y)

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EXHIBIT A

LEGAL DESCRIPTION FOR POWER AND UTILITY EASEMENT:

A POWER AND UTILITY EASEMENT IN IRON COUNTY, UTAH, WITHIN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, SAID EASEMENT IS 15.00 FEET IN WIDTH, 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH IS SITUATED S 0°18'38" E ALONG THE SECTION LINE 1145.35 FEET AND N 90°00'00" W 2706.43 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35, THENCE S 76°44'31" E 28.43 FEET, THENCE S 13°15'29" W 103.81 FEET, THENCE S 76°44'31" E 45.97 FEET, THENCE S 72°15'25" E 53.78 FEET, THENCE S 14°30'41" E 31.61 FEET, THENCE S 76°40'38" E 101.41 FEET, THENCE S 13°19'22" W 84.49 FEET TO THE NORTHWEST LINE OF THE EXISTING PUBLIC UTILITY EASEMENT ALONG CANYON COMMERCIAL AVENUE AND SAID POINT BEING THE END OF THE EASEMENT.

**00741069**

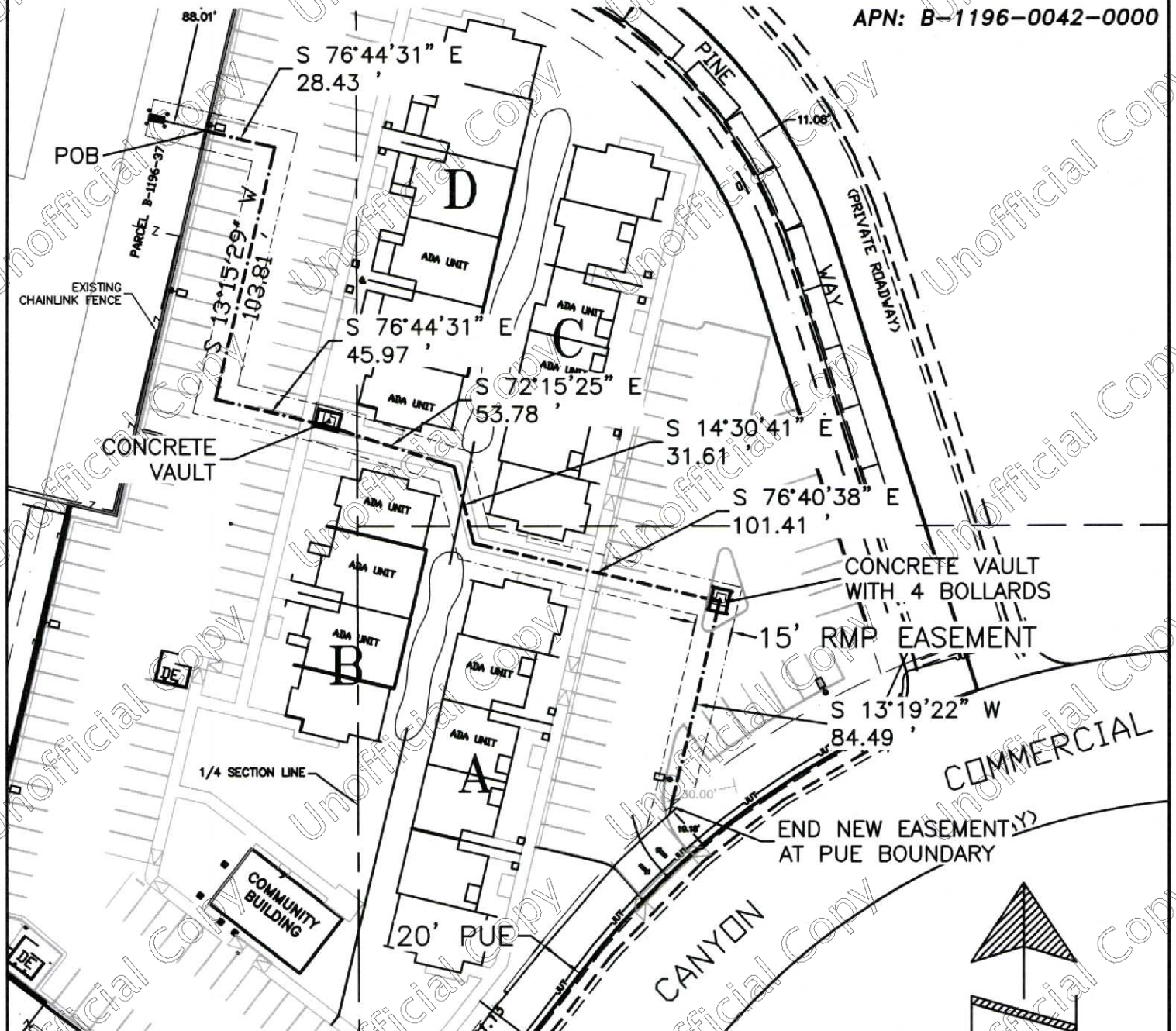
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EXHIBIT A-1

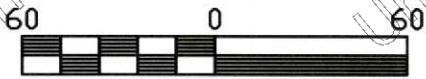
WITHIN SEC 35, T 35 S, R 11 W, SLB&M

APN: B-1196-0042-0000



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Scale: 1" = 60'

ENGINEER:

DRAWN BY: D.M. CLARKE

DATE: 2-13-2020

DWG. NO.:

APPROVED BY:

PLATT & PLATT, INC.  
CIVIL ENGINEERS & SURVEYORS  
195 N. 100 E., CEDAR CITY, UTAH 84720  
435-586-6151  
fax 435-586-8567

POWER EASEMENT

SANDSTONE APARTMENTS

A.P.N.: B-1196-0042-0000

SEC. 35, T. 35 S., R. 11 W., SLB&M  
CEDAR CITY, IRON COUNTY, UTAH