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03/03/2020 11:19 AM \$40.00  
Book - 10904 Pg - 6515-6519  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: STA, DEPUTY - WI 5 P.

REV05042015  
Return to:  
Rocky Mountain Power  
Lisa Louder/Jennifer Blum  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name:  
WO#: 66855  
RW#:

### RIGHT OF WAY EASEMENT

For value received, STRATTON APARTMENTS, LP, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way described and/or shown on Exhibit "A" attached hereto ("Easement Area"), more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in Salt Lake County, State of Utah legally described as follows (the "Property"):

Commencing 22.5 feet North from the Southwest corner of Lot 3, Block 62, Plat "B", Salt Lake City Survey; thence North 93 feet; thence East 16 rods; thence South 7 rods; thence West 5 rods; thence North 22.5 feet; thence West 11 rods to the place of beginning.

Assessor Parcel No. 16-06-204-010

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 Right of Way Easement ("Easement") has been granted; and together with the present and (without payment therefore) the future right to keep the Easement Area 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than landscaping or agricultural crops), 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 landscaping, agricultural crops and all other purposes and/or uses not inconsistent with the purposes for which this easement has been granted, as reasonably determined by Grantor and Grantee.

Successors and Assigns. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Waiver of Jury Trial. 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.

Term of Easement. The term of the easement rights granted here shall be the same as the term of the agreement respecting the delivery of electrical and/or other services by Grantee for which this Right of Way Easement is being delivered. Grantor and Grantee hereby expressly acknowledge and agree that this Right of Way Easement shall automatically expire and be of no further force or effect without the need for a signed writing to be recorded by either Grantor or Grantee memorializing the same, upon such termination of the underlying agreement for services between the parties or their respective successor or assigns.

Waiver and Indemnity.

(a) Grantee agrees that its use of the Easement and the use by any third party with the permission of Grantee is at Grantee's own risk and that Grantor has no obligation to Grantee with respect to the Easement other than those obligations specifically set forth herein or any obligation whatsoever to any third party. Grantee hereby waives and releases Grantor from any and all liabilities and/or damages relating to and/or arising from Grantee's use of the Easement, except to the extent cause by Grantor's negligence.

(b) Except to the extent caused by Grantor's negligence, Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its agents (and each such parties respective successors or assigns), from any and all claims, liabilities, losses, expenses and other costs, including attorneys' fees, arising from (1) use of the Easement by Grantee or any guest, invitee, licensee, employee, agent or contractor of Grantee, or (2) Grantee's breach of any provision of this Easement.

Insurance. Grantee shall, at all times, self-insure or maintain liability insurance covering any bodily injury or property damage occurring on the Property or Easement area (in commercially reasonable amounts) and shall, upon the request of Grantor demonstrate that such insurance is in effect.

Notices. Notices provided to either party hereunder shall be in writing, delivered by registered mail (return receipt requested), facsimile, messenger or other courier service, and shall be deemed to have been given upon delivery (if by messenger or

courier), or 48 hours after deposit in the mail as aforesaid. Either party may change the address at which it desires to receive notice upon given written notice of such request to the other party. Notices shall be given to the following addresses or to such other addresses as may be designated by written notice to the other party:

If to Grantors:

STRATTON APARTMENTS, LP  
1095 East 2100 South, Ste. 110  
SALT LAKE CITY, UT 84106

With copy to:

Eisner, LLP  
9601 Wilshire Blvd, 7th Floor  
Beverly Hills, CA 90210  
Attn: Jason VanMeetren

If to Grantee:

Rocky Mountain Power  
Right of Way Manager  
1407 West North Temple  
Salt Lake City, Utah 84116

Dispute Resolution. In the event of any dispute between the parties involving or in any way arising out of this Easement, the prevailing party in any action or proceeding (including arbitration) shall be entitled to collect all costs of such action or proceeding, including reasonable attorneys' fees and expenses.

Governing Law. This Easement shall be governed by, and construed in accordance with, the laws of the State of Utah.

[Remainder of Page Intentionally Blank]

The terms, covenants and conditions set forth in this Easement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

Dated this 4<sup>th</sup> day of February, 2020.

**GRANTOR:**

STRATTON APARTMENTS, LP

By: [Signature]  
Name: Chuck Bond  
Title: Authorized Signatory

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

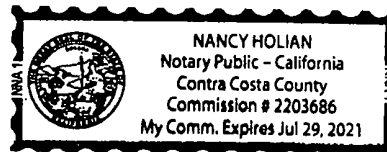
STATE OF CALIFORNIA )  
COUNTY OF Contra Costa ) ss

On February 4, 2020 before me, Nancy Holian, notary public a Notary Public, personally appeared Chuck Bond, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

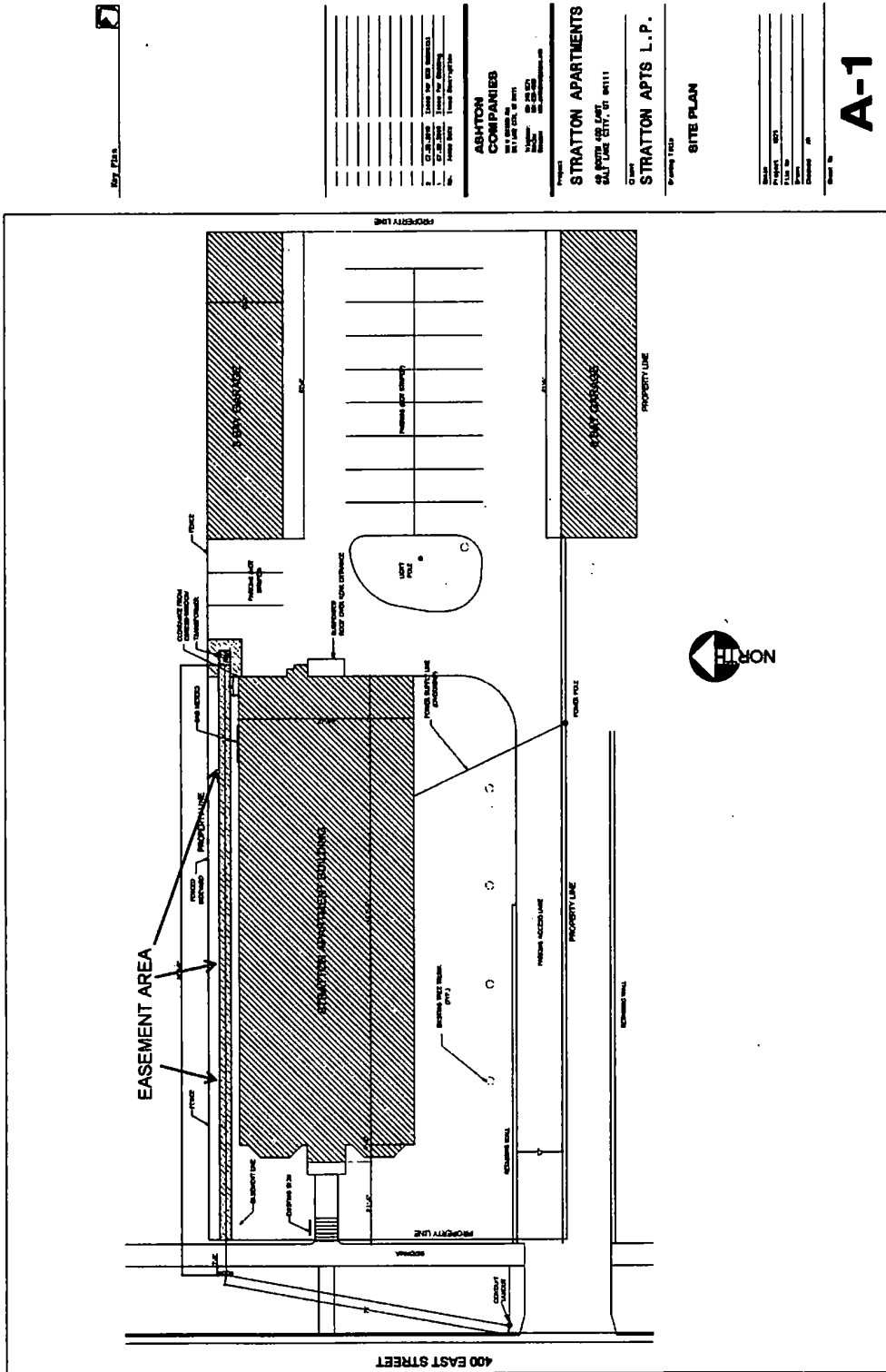
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public



# EXHIBIT A Easement Area



NOT TO SCALE

NO.	DESCRIPTION	DATE	BY
1	AS-BUILT	11/14/12	J.M.
2	AS-BUILT	03/26/13	J.M.
3	AS-BUILT	07/23/13	J.M.
4	AS-BUILT	10/08/13	J.M.
5	AS-BUILT	01/14/14	J.M.
6	AS-BUILT	03/26/14	J.M.
7	AS-BUILT	07/23/14	J.M.
8	AS-BUILT	10/08/14	J.M.
9	AS-BUILT	01/14/15	J.M.
10	AS-BUILT	03/26/15	J.M.

**ASHTON COMPANIES**  
 11 JAMES ST. 4TH FLOOR  
 BALTIMORE, MD 21201  
 TEL: 410.336.3300  
 WWW.ASHTONCOMPANIES.COM

**STRATTON APARTMENTS**  
 40 NORTH 400 EAST  
 SALT LAKE CITY, UT 84111

**STRATTON APTS L.P.**

DATE: 11/14/12  
 PROJECT: STRATTON APTS L.P.  
 SHEET: A-1

NO.	DESCRIPTION	DATE	BY
1	AS-BUILT	11/14/12	J.M.
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**A-1**

