

REV05042015

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

12573463  
07/11/2017 12:07 PM \$16.00  
Book - 10576 Pg - 6592-6595  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: CBA, DEPUTY - WI 4 P.

Project Name: Winco Foods, LLC  
WO#: 6127292  
RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Boyer South Salt Lake Crossing, L.C.** ("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 70 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: Lot 1, CROSSINGS AT SOUTH SALT LAKE SUB

Assessor Parcel No. 1619103022

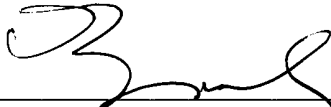
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, 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 landscaping, vehicular access and parking, 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 10<sup>th</sup> day of July, 2017.

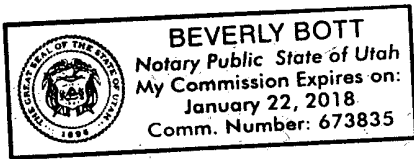
A handwritten signature in black ink, appearing to be a stylized name, positioned above a horizontal line.

***BOYER SOUTH SALT LAKE CROSSING, L.C. GRANTOR***

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

On this 10<sup>th</sup> day of July, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Brian Gochnour (name), known or identified to me to be the manager (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 Boyer South Salt Lake crossing, L.C. (entity name), and acknowledged to me that said entity executed the same.

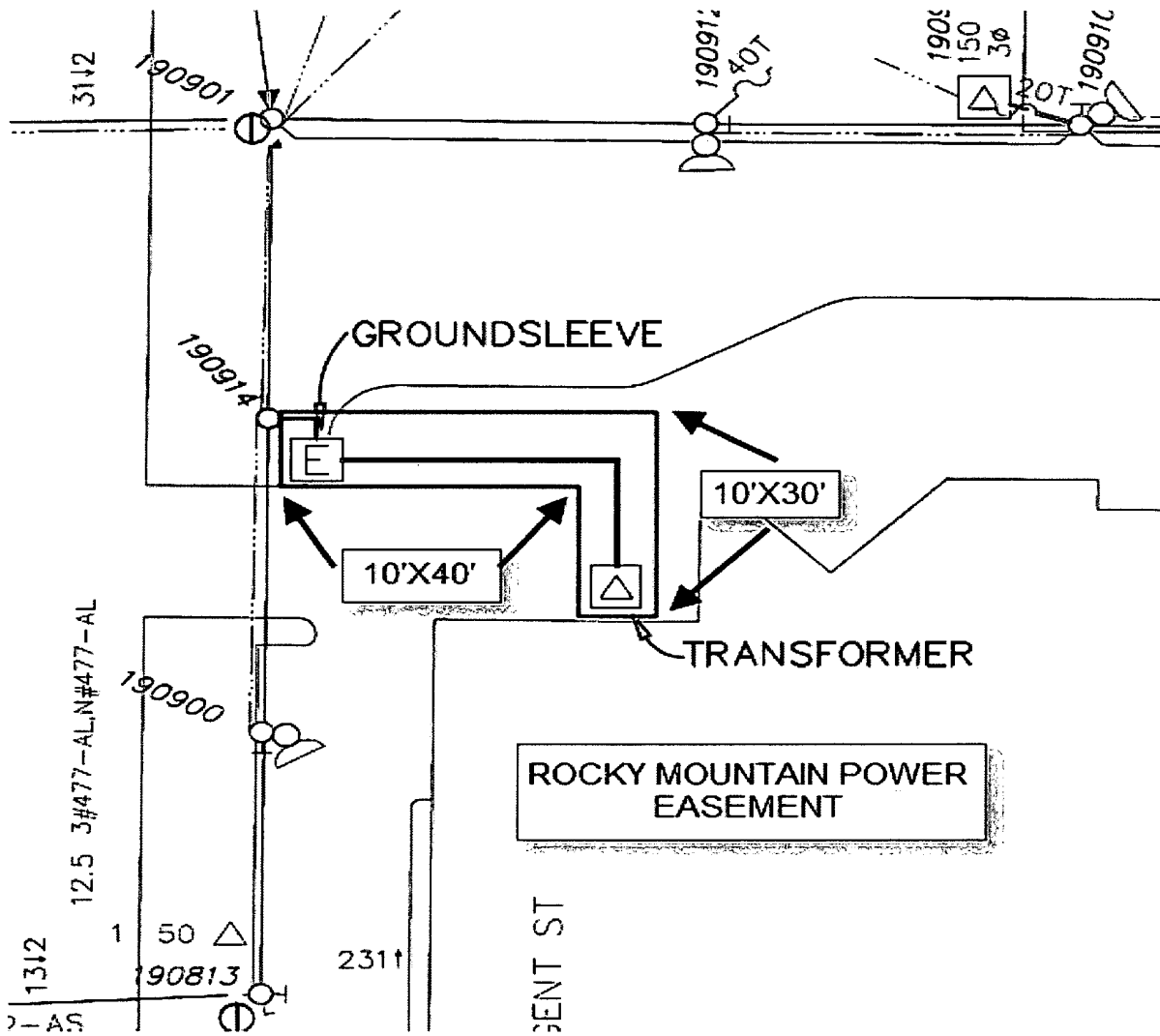
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Beverly Bott  
\_\_\_\_\_  
(notary signature)  
NOTARY PUBLIC FOR UTAH (state)  
Residing at: Salt Lake City, Utah (city, state)  
My Commission Expires: 1/22/18 (d/m/y)

### Property Description

Quarter: W 1/2 Quarter: NW 1/4 Section: 19 Township 1S,  
 Range 1E, Salt Lake City Meridian  
 County: Salt Lake State: Utah  
 Parcel Number: 1619103022



CC#: 11441 WO#: 6127292

Landowner Name: City of South Salt

Lake Redevelopment Agency

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: NTS