Return to:

Rocky Mountain Power

Del Edwards / LIAL.

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

CC#:

Work Order#: 5595290

11272091

11/01/2011 01:28 PM \$12.00 Book - 9963 P9 - 3604-3605

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: ZJM, DEPUTY - WI 2 P.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, 3300 South Properties, 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 10 feet in width and 31.39 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) (Insert ALL Exhibit References i.e. A, B) attached hereto and by this reference made a part hereof:

Legal Description:

A 10 FOOT WIDE POWER EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AN EXISTING POWER POLE, SAID POINT BEING LOCATED NORTH 89°48'00" EAST 327.83 FEET ALONG MONUMENT LINE AND SOUTH 184.37 FEET FROM A SALT LAKE COUNTY MONUMENT LOCATED IN THE INTERSECTION OF 1300 EAST AND 3300 SOUTH STREET AND RUNNING THENCE NORTH 16°31'25" EAST 31.39 FEET TO THE SOUTH LINE OF THE VZW LEASE AREA AND TERMINATING.

CONTAINS: 314 SQ. FT. OR 0.007 ACRES, MORE OR LESS, (AS DESCRIBED).

Assessor Parcel No. 16-28-351-052

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 <u>27</u> day of	October, 2001.
Utta G Brantor Name Here) GRANTOR	
(Insert Grantor Name Here) GRANTOR	
(CHOOSE APPROPRIATE ACKNOWEDGEMENT AND DELETE THE OTHER)**	
INDIVIDUAL ACKNOWLEDGEMENT	
State of UTAH	`
County of SALT LAVE	SS.
This instrument was acknowledged before me	on this 27 day of OCTOBER
2011 , by NATHAN BROOK	•
Name(s) of individual(s) signing do	•
D KOFFORD Motary Public State of Utah Comm. No. 611677 My Comm. Expires Aug 12, 2015	Notary Public My commission expires: 8 12 15
REPRESENTATIVE ACKNOWLEDGEMENT	
State of)
County of	SS.

- 2 -

BK 9963 PG 3605