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4.



REV052314

Return to:

Rocky Mountain Power

Lisa Louder/Robin Anderson

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

ENT 59953:2014 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Aug 25 1:43 pm FEE 16.00 BY ED
RECORDED FOR PACIFI CORP

Project Name: Center Street MarketPlace Apartment

WO#: 5839151

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Orem Apts, 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 900 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 **Utah** 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 portion of the NE1/4 of Section 15, Township 6 South, Range 2 East, Salt Lake Base & Meridian, located in Orem, Utah, more particularly described as follows:

Beginning at a point on the southerly line of Lot 1, CENTER STREET MARKETPLACE Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, said point being located N89°15'22"W along the ¼ Section line 853.59 feet and North 96.59 feet from the East ¼ Corner of Section 15, T6S, R2E, S.L.B.& M. (Basis of Bearing: N0°29'00"W along the Section line from said East ¼ Corner to the Northeast Corner of Section 15); thence N89°39'50"W along the south side of said lot 10.00 feet; thence N0°40'47"W 108.33 feet; thence N37°11'27"W 71.14 feet; thence N18°07'15"W 2.70 feet; thence S71°27'41"W 3.77 feet; thence N18°32'19"W 10.95 feet; thence N71°27'41"E 3.85 feet; thence N18°07'15"W 219.04 feet; thence N58°09'59"W 13.48 feet; thence N31°50'01"E 12.00 feet; thence S58°09'59"E 216.14 feet; thence N71°27'41"E 95.15 feet to the east line of said lot; thence along said lot the following 4 (four) courses and distances: thence S18°32'19"E 9.51 feet; thence S14°42'58"E 149.65 feet; thence S18°32'19"E 19.24 feet; thence Southeasterly along the arc of a 286.91 foot radius non-tangent curve (radius bears: S71°27'39"W) 7.51 feet through a central angle of 1°30'00" (chord: S17°47'21"E 7.51 feet); thence S73°00'19"W 10.00 feet; thence Northwesterly along the arc of a 276.91 foot radius non-tangent curve (radius bears: S72°57'40"W) 7.25 feet through a central angle of 1°30'00" (chord: N17°47'20"W 7.25 feet); thence N18°32'19"W 19.58 feet; thence N14°42'58"W 148.81 feet; thence S71°27'41"W 92.39 feet; thence N58°09'59"W 196.38 feet; thence S18°07'15"E 212.30 feet; thence S37°11'27"E

85.00 feet; thence S0°40'47"E 111.81 feet to the point of beginning.

Assessor Parcel No. 65:382:0001

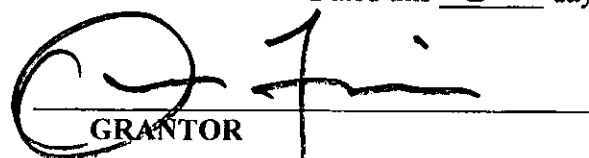
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, 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 31st day of July, 2014.



GRANTOR

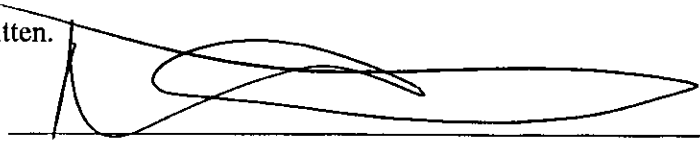
GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah
County of Davis) ss.

On this 31 day of July, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Owen Fisher (name), known or identified to me to be the 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 Owen Apts, 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.



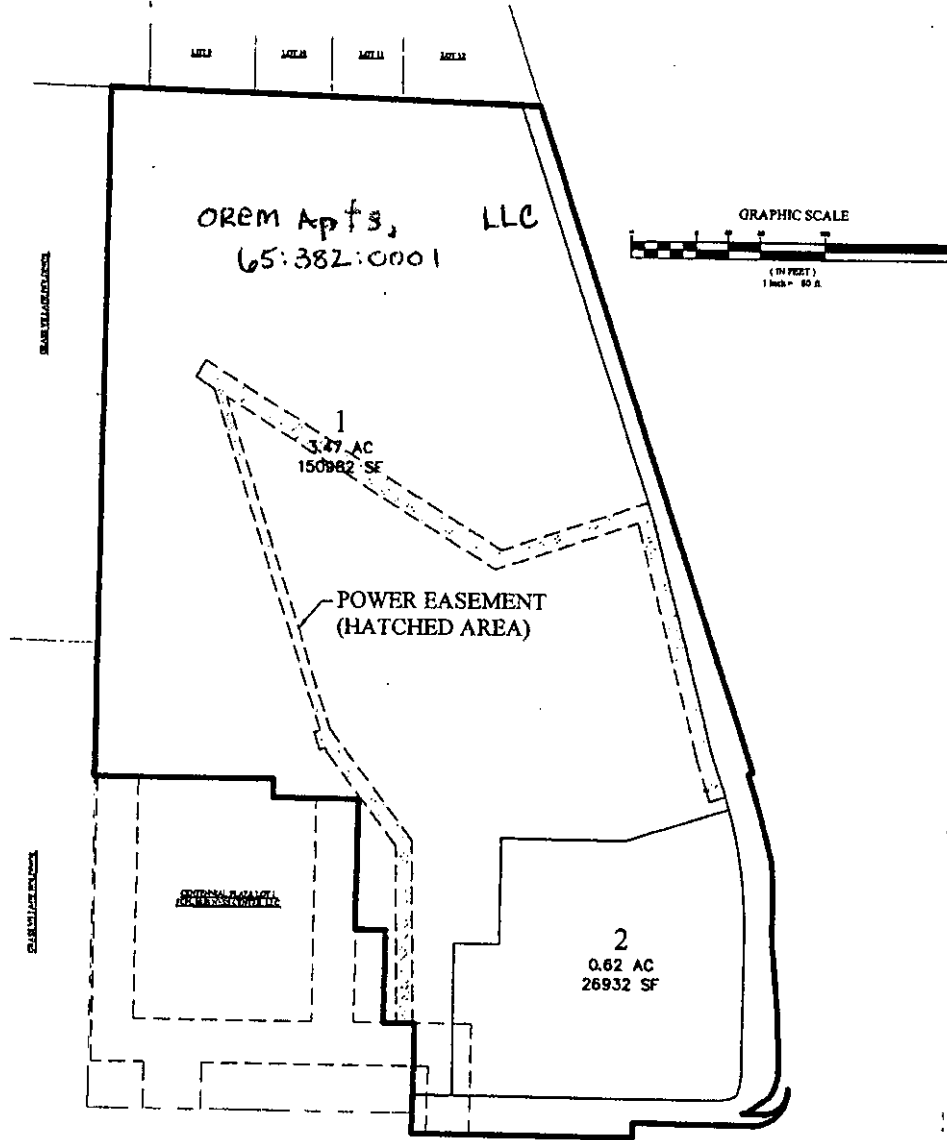
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Bountiful, Utah (city, state)
My Commission Expires: 06/30/18 (d/m/y)

Property Description

Quarter: _____ Quarter: _____ Section: 15 Township 6 (N. S),
 Range 2 (E or W), SLB Meridian
 County: Utah State: Utah
 Parcel Number: 65:382:0001



CC#: 11421 WO#: 5839151
 Landowner Name OREM APTS, LLC
 Drawn by: ea

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

PacifiCorp

SCALE: