

When recorded return to:  
Rocky Mountain Power  
Gary Montanez / Lisa Louder  
1569 West North Temple  
Salt Lake City, UT 84116

Project Name: Rocky Mountain Power Tract Number:  
WO#: 005351416  
RW#:

10817851  
10/15/2009 12:41 PM \$14.00  
Book - 9771 Pg - 1356-1358  
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: KSR, DEPUTY - WI 3 P.

**RIGHT OF WAY EASEMENT**

For value received, **City View Apartments, L.L.C.** ("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 150 feet in length, 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 therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, 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:**

**PARCEL 2: #16-05-407-002**

BEGINNING at a point 8.0 feet South and 0.10 feet East from the Northwest corner of Lot 3, Block 20, Plat "F", Salt Lake City Survey; and running thence East 329.9 feet to a point on the East line of said Lot 3, which said point is 8.0 feet South of the Northeast corner of said Lot; thence South 322.0 feet to the Southeast corner of Lot 2, in aforesaid Block 20, Plat "F"; thence on the arc of a curve to the right having a radius of 329.78 feet, a distance of 510.24 feet to the point of BEGINNING.

Excepting therefrom the following portion of said tract of land:

BEGINNING on the South line of Fuller Drive and the East right of way line of U.S. Highway 40, said point being North 0°00'07" East 322.00 feet and East 0.10 feet from the Southwest corner of Block 20, Plat "F", Salt Lake City Survey; and running thence North 89°57'45" East along said South line of Fuller Drive 177.41 feet; thence South 0°01'45" West 131.65 feet; thence South 84°51'45" West 58.52 feet; thence South 75°00' West 77.71 feet to the East right of way line of said U.S. Highway 40, said point being on a curve to the right, the radius point of which is North 60°01'53" East 329.78 feet; thence Northwesterly along said Easterly right of way line and arc of said curve 164.62 feet to the point of BEGINNING.

Subject to a Parking Lot Easement on the following described property with a right of ingress and egress thereto:

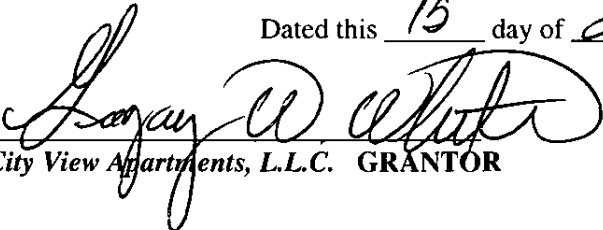
BEGINNING at a point South 0°00'07" West 8.00 feet from the Northeast corner of Lot 3, Block 20, Plat "F", Salt Lake City Survey; and running thence South 0°00'07" West 20.45 feet; thence North 89°51' West 136.05 feet; thence North 0°02' West 20.00 feet; thence North 89°57'45" East 136.06 feet to the point of BEGINNING.

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 and adjacent lands 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 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 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 15 day of September, 2009.

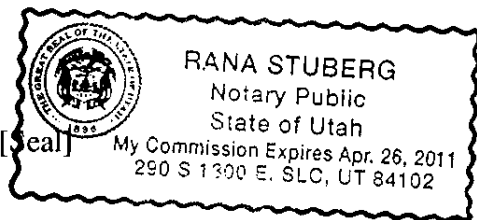
  
\_\_\_\_\_  
City View Apartments, L.L.C. GRANTOR

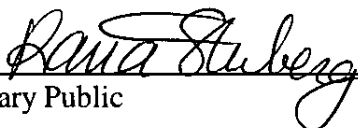
\_\_\_\_\_  
City View Apartments, L.L.C. GRANTOR

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of Utah  
County of Salt } SS.

This instrument was acknowledged before me on this 15 day of Sept 2009  
Rana Stuberg, by Rm, as  
Name of Representative Title of Representative, as  
of City View Apartments.  
Name of Entity on behalf of whom instrument was executed

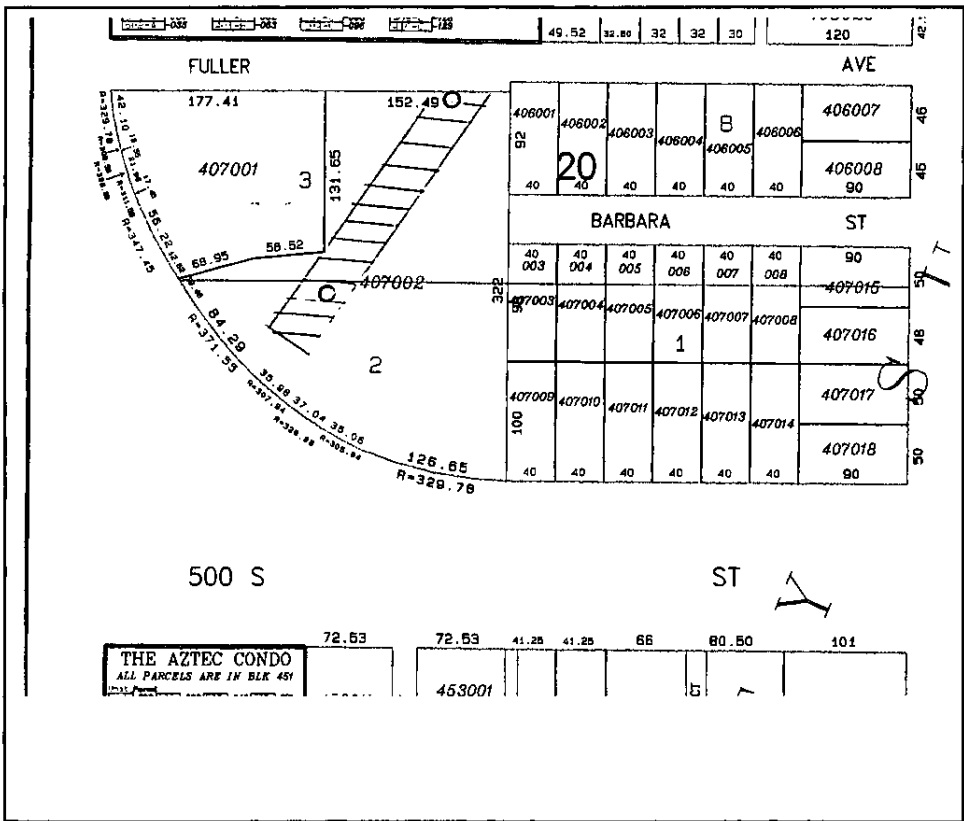


  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# Property Description

Quarter: W 1/4 Quarter: SE 1/4 Section: .05 Township 1 S ,  
 Range 1 E\_or , \_SLM\_Meridian  
 County: \_SALT LAKE State: \_UTAH  
 Parcel Number: 1605407002



*////// ± 10' X 150' EASEMENT*

CC#: 11441 WO#: 5351416

Landowner Name:

Drawn by:

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: NOT TO SCALE: