

REV05042015

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

Project Name: 4<sup>th</sup> & 4<sup>th</sup> Apartments  
WO#: 6332826  
RW#:

12589380  
08/03/2017 10:20 AM \$16.00  
Book - 10584 Pg - 8352-8355  
JULIE DOLE  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: SRA, DEPUTY - WI 4 P.

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **The Children's Center** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 5 feet in width and 50 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:

A PORTION OF A 10 FOOT WIDE EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, ALSO LOCATED IN BLOCK 36, PLAT "B", SALT LAKE CITY SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 89°58'53" WEST 410.76 FEET FROM THE NORTHEAST CORNER OF LOT 1, OF SAID BLOCK 36, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 89°58'53" WEST 50.00 FEET; THENCE NORTH 00°01'07" WEST 5.00 FEET; THENCE NORTH 89°58'53" EAST 41.35 FEET THENCE SOUTH 60°00'00" EAST 9.99 FEET TO THE POINT OF BEGINNING.

Assessor Parcel No.                      #16-06-401-021

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 20 day of July, 20 17.

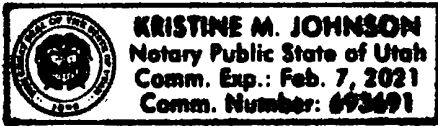
  
\_\_\_\_\_  
*The Children's Center* GRANTOR

**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Utah )  
County of Salt Lake ) ss.

On this 26 day of July, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Douglas Goldsmith (name), known or identified to me to be the Executive Director (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 The Children's Center (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.



Kristine M. Johnson  
(notary signature)

NOTARY PUBLIC FOR UTAH (state)  
Residing at: SALT LAKE, UT (city, state)  
My Commission Expires: 2/7/21 (d/m/y)



400 EAST STREET  
(PUBLIC STREET)

NORTHEAST CORNER LOT 1,  
BLOCK 36, PLAT "B"

CHILDREN S CENTER  
PARCEL ID # 16-06-401-021

WDG UNIVERSITY BLDG, LLC  
PARCEL ID # 16-06-401-024

N 89°58'53" E 410.76'

LOT LINE

S 89°58'53" W 41.35'

N 60°00'00" W 9.99'

POB

POWER EASEMENT

S 89°58'53" W 50.00'

N 00°01'07" W 5.00'

ROTHMAN, NOEL  
PARCEL ID # 16-06-329-010

EXHIBIT A

	SCALE: 1" = 60'	4TH & 4TH APARTMENTS PARCEL#16-06-401-021	POWER EASEMENT EXHIBIT
DRAWN: BAL	DATE: 6/30/2017		DWG. NO. 150697A2
CHECKED: BAL			PROJECT. NO. 1506097
APPROVED: BAL			