

REV101512

Return to:
Rocky Mountain Power
Lisa Louder/Ruston Jenson
1569 W. North Temple
Salt Lake City, UT 84116

11787658
1/10/2014 8:51:00 AM \$24.00
Book - 10204 Pg - 5351-5356
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 6 P.

Project Name: Arbor Park
Tract Number:
WO#: 5810943
RW#:

**ACCOMMODATION RECORDING ONLY
MERIDIAN TITLE COMPANY MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT**

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Arbor Park Associates, L.C.**, a Utah limited liability company ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), a non-exclusive easement for a right of way **10.00** feet in width and **1,367.96** 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 (the "Electrical Facilities") 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 A attached hereto and by this reference made a part hereof:

Legal Description:

A 10.00 foot wide easement for buried powerline facilities being 5.00 feet each side of the following described centerlines:

A part of Lots 1, 2, 4, 5, 7, 8 and 9 of Arbor Park Commercial Subdivision lying within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of 8400 West Street located 69.60 feet South 89°49'24" East along the Section Line; and 465.75 feet South 0°14'00" West from the North Quarter Corner of said Section 32; and running thence North 88°17'12" East 186.39 feet to a point hereafter referenced as Point A; thence South 52°11'34" East 76.92 feet to the Lot Line and the endpoint of this easement centerline.

ALSO:

Beginning at a point on the Lot Line located 669.53 feet South 89°49'24" East along the Section Line and 673.80 feet South 0°14'00" West from the North Quarter Corner of said Section 32; and running thence North 68°58'27" East 55.06 feet; thence North 55°30'28" East

59.36 feet to a point of curvature; thence Northeasterly along the arc of a 10.00 foot radius curve to the left a distance of 9.63 feet (Central Angle equals $55^{\circ}10'46''$ and Long Chord bears North $27^{\circ}55'05''$ East 9.26 feet) to a point of tangency; thence North $0^{\circ}19'42''$ East 359.05 feet to a point of curvature; thence Northwesterly along the arc of a 10.00 foot radius curve to the left a distance of 15.77 feet (Central Angle equals $90^{\circ}19'42''$ and Long Chord bears North $44^{\circ}50'09''$ West 14.18 feet) to a point of tangency; thence West 88.88 feet to a point hereafter referenced as Point B; thence continuing West 6.08 feet to the Lot Line and the endpoint of this easement centerline.

ALSO:

Beginning at a point on the South Line of Lot 7 located 635.87 feet South $89^{\circ}49'24''$ East along the Section Line and 214.04 feet South $0^{\circ}14'00''$ West from the North Quarter Corner of said Section 32; and running thence Northwesterly along the arc of a 30.00 foot radius curve to the right a distance of 11.45 feet (Center bears North $64^{\circ}52'41''$ East, Central Angle equals $21^{\circ}52'04''$ and Long Chord bears North $14^{\circ}11'17''$ West 11.38 feet) to a point of tangency; thence North $3^{\circ}15'15''$ West 150.28 feet to the South Line of 3500 South Street as it is widened to 53.00 foot half-width and the endpoint of this easement centerline.

ALSO:

Beginning at previously described Reference Point A; and running thence South $33^{\circ}17'25''$ East 60.00 feet to the endpoint of this easement centerline.

ALSO:

Beginning at previously described Reference Point B; and running thence North $59^{\circ}32'43''$ East 38.77 feet to a point of curvature; thence Northeasterly along the arc of a 10.00 foot radius curve to the right a distance of 5.32 feet (Central Angle equals $30^{\circ}27'17''$ and Long Chord bears North $74^{\circ}46'22''$ East 5.25 feet) to a point of tangency; thence East 245.00 feet to the endpoint of this easement centerline.

Assessor Parcel No. 14-32-201078, 14-32-201079, 14-32-201081,
14-32-201083, 14-32-201084, 14-32-201085

Together with the right of reasonable 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.

Grantee, at its sole cost and expense, shall install, construct, maintain, repair and replace all Electrical Facilities solely within the easement area described above. In addition, in connection with the foregoing, Grantee shall restore, repair and replace any damage to the Grantor's property to the extent arising out of Grantee's installation, construction, maintenance, repair, replacement, relocation or operation of the Electrical Facilities, including, without limitation, repairing and replacing all paved areas, curbs and landscaping to the same condition such areas existed in prior to any work by Grantee.

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, Grantor reserves until itself the rights to cross over or under the Easement Area, and to install parking lots, driveways, walkways, landscaping, over the easement area as determined by Grantee.

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. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

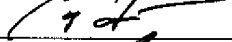
[signature page follows]

The parties have executed this Agreement as of the date first set forth above.

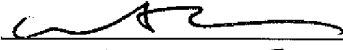
GRANTOR:

ARBOR PARK ASSOCIATES, L.C.,
a Utah limited liability company, by its Managers,

Arbor Commercial Real Estate L.L.C.,
a Utah limited liability company

By 
Name: Corey Gust
Its: Manager

Gardner Property Holdings, L.C.,
a Utah limited liability company

By 
Name: Christa Gardner
Its: Manager

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 6 day of Jan, ~~2013~~²⁰¹⁴, personally appeared before me Cory Gust, who acknowledged to me that he executed the foregoing instrument as the duly authorized Manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, in its capacity as duly authorized Manager of Arbor Park Associates, L.C., a Utah limited liability company.



Melanie Maxfield
Notary Public

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 8 day of January, 2014, personally appeared before me CHRISTIAN GARDNER, who acknowledged to me that (s)he executed the foregoing instrument as the duly authorized Manager of Gardner Property Holdings, L.C., a Utah limited liability company, in its capacity as duly authorized Manager of Arbor Park Associates, L.C., a Utah limited liability company.

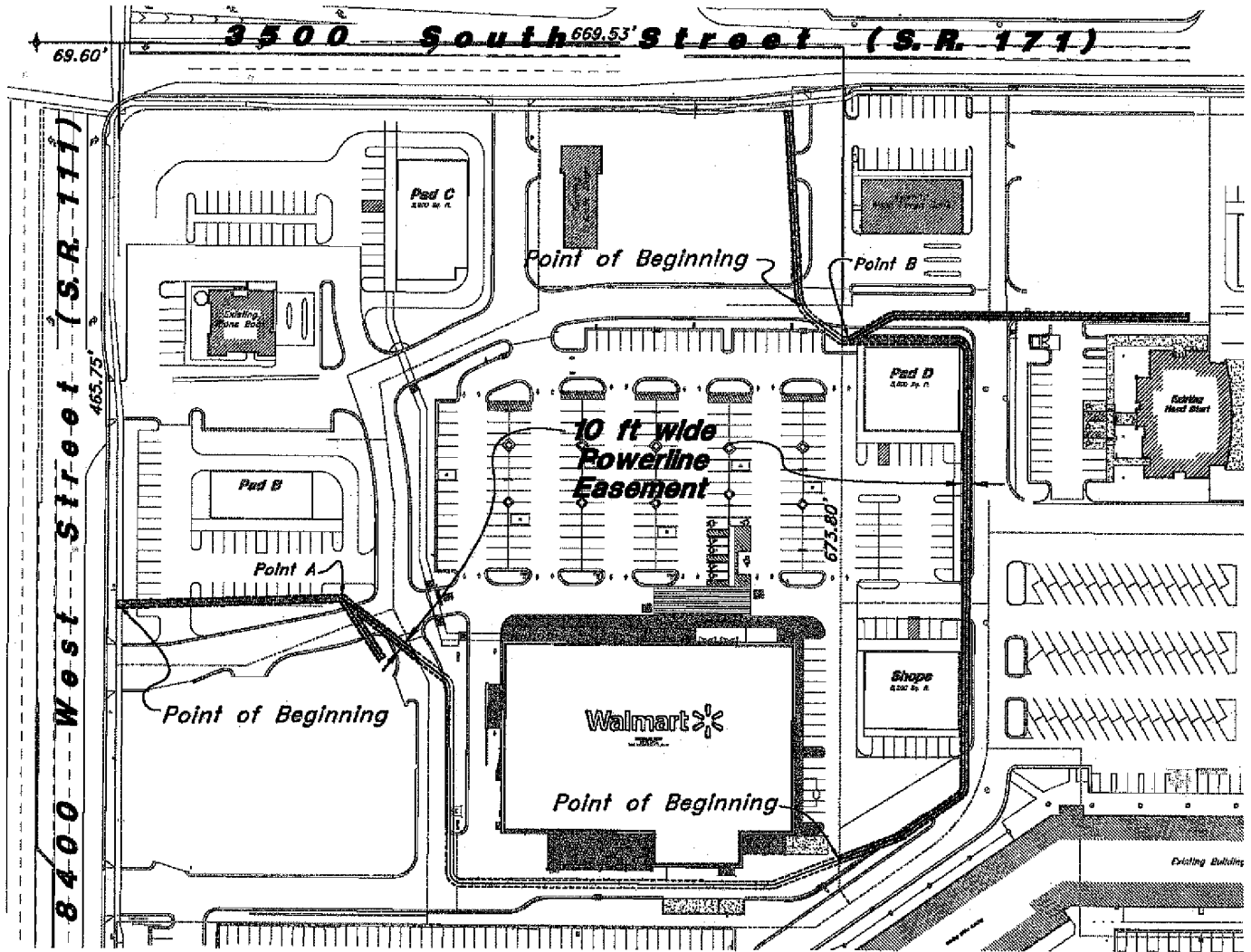
Constance Miller
Notary Public



4836-0107-6759, v. 2

Property Description

Quarter: NE Quarter: Section: 32 Township 1 (South),
 Range 2 (West), Salt Lake Base and Meridian
 County: Salt Lake State: Utah
 Parcel Numbers: 14-32-201078, 14-32-201079, 14-32-201081,
14-32-201083, 14-32-201084, 14-32-201085



CC#: 11441

WO#: 5810943

Landowner Name: Arbor Park Assoc. LC

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: 140

BK 10204 PG 5356