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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: DKA, DEPUTY - WI 4 P.

REV101512

Return to:

Rocky Mountain Power

Lisa Louder/Ruston Jenson

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name: Park Place Apartments

Project Tract Number: _____

WO#: 5857087

RW#: _____

RIGHT OF WAY EASEMENT

For value received, **Cedar Point Owners Association**, ("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 3005 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 therefore; 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 Exhibits **A and B** attached hereto and by this reference made a part hereof:

Legal Description: See Exhibit B

Assessor Parcel No. 1607213001, 1607211001, 1607212001, 1607214001

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 therefore) 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. Grantor reserves the right to use its property in any way not incompatible to the rights conveyed herein to Grantee. Grantor reserves the right to relocate Grantee's facilities, including an acceptable easement to Grantee, at no additional cost to Grantee.

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.

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 6 day of March, 2014

Jonathan H. Morse
Cedar Point Owners Association GRANTOR
Jonathan H. Morse
Its Chairman of the Board

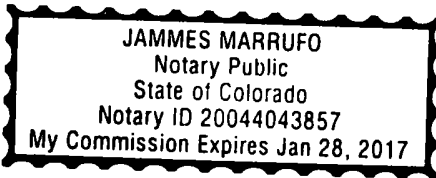
Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF COLORADO)
) ss.
County of BROOMFIELD

On this 6th day of MARCH, 2014, before me, the undersigned Notary Public in and for said State, personally appeared JONATHAN H MORSE (name), known or identified to me to be the 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 said entity, 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.

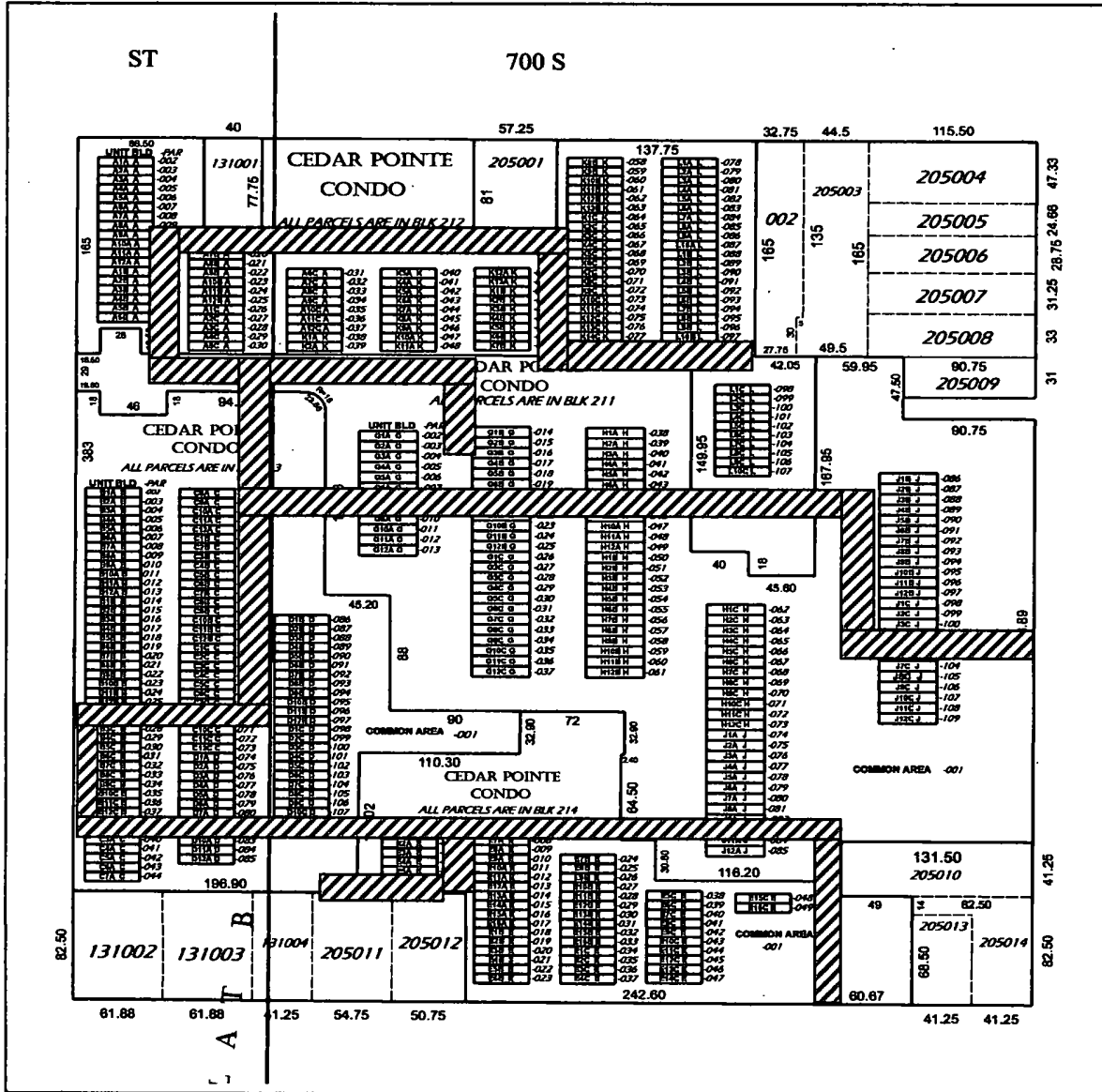
[Signature]
(notary signature)



NOTARY PUBLIC FOR COLORADO (state)
Residing at: 4680 W. 12th Broomfield (city, state)
My Commission Expires: 1-28-2017 (d/m/y)

Property Description

Quarter: W 1/2 Quarter: NE 1/4 Section: 07 Township: 1S (N or S),
 Range: 1E (E or W), Salt Lake Base : Meridian
 County: Salt Lake State: Utah
 Parcel Number: 1607213001, 1607211001, 1607212001, 1607214001



10' Easement Area

CC#: 11441 WO#: 5857087
 Landowner Name: Cedar Point Owners
 Drawn by: R. Jenson

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: NTS

Exhibit B-Legal Descriptions

Parcel #1607213001

BEG N 0°02 16" W 82.50 FT FR SW COR BLK 8, PLAT B, SLC SUR; N 0°02 16" W 383 FT; N 89°57 50" E 16.60 FT; S 0°02 16" E 18 FT; N 89°57 50" E 46 FT; N 0°02 16" W 18 FT; N 89°57 50" E 94.40 FT; E LY ALG CURVE TO R 23.56 FT; S 0°02 16" E 141.08 FT; N 89°57 50" E 45.20 FT; S 0°02 16" E 88 FT; N 89° 57 50" E 90 FT; S 0°02 16" E 32.90 FT; S 89°57 50" W 110.30 FT; S 0°02 16" E 106.02 FT; S 89°57 50" W 196.90 FT TO BEG. 1.743 AC

Parcel #1607211001

BEG N 0°02 16" W 495 FT FR SW COR BLK 8, PLAT B, SLC SUR; N 89°57 50" E 16.50 FT; N 0°02 16" W 19.50 FT; N 89°57 50" E 28 FT; S 0°02 16" E 19.50 FT; N 89°57 50" E 379.20 FT; S 0° 02 16" E 149.95 FT; N 89°57 50" E 40 FT; S 0°02 16" E 18 FT; N 89°57 50" E 45.60 FT; N 0°02 16" W 167.95 FT; N 89°57 50" E 59.95 FT; S 0°02 16" E 31 FT; N 89°57 50" E 90.75 FT; S 0°02 16" E 340.25 FT; S 89°57 50" W 131.50 FT; S 0°02 16" E 41.25 FT; N 89°57 50" E 49 FT; S 0°02 16" E 82.50 FT; S 89° 57 50" W 60.40 FT; N 0°02 16" W 93.42 FT; S 89°57 50" W 116.20 FT; N 0°02 16" W 30.60 FT; S 89°57 50" W 24.10 FT; N 0°02 16" W 64.50 FT; N 89°57 50" E 2.40 FT; N 0°02 16" W 32.90 FT; S 89°57 50" W 162 FT; N 0°02 16" W 88 FT; S 89°57 50" W 45.20 FT; N 0°02 16" W 141.08 FT; NW LY ALG CURVE TO L 23.56 FT; S 89°57 50" W 94.40 FT; S 0°02 16" E 18 FT; S 89° 57 50" W 46 FT; N 0°02 16" W 18 FT; S 89°57 50" W 16.60 FT; N 0°02 16" W 29.50 FT TO BEG. 3.583 AC

Parcel #1607212001

BEG N 0°02 16" W 495 FT FR SW COR OF BLK 8, PLAT B, SLC SUR; N 0°02 16" W 165 FT; N 89°57 50" E 86.50 FT; S 0°02 16" E 77.75 FT; N 89°57 50" E 40 FT; N 0°02 16" W 77.75 FT; N 89° 57 50" E 145.75 FT; S 0°02 16" E 81 FT; N 89°57 50" E 57.25 FT; N 0°02 16" W 81 FT; N 89°57 50" E 137.75 FT; S 0°02 16" E 165 FT; N 89°57 50" E 42.05 FT; S 0°02 16" E 167.95 FT; S 89°57 50" W 45.60 FT; N 0°02 16" W 18 FT; S 89°57 50" W 40 FT; N 0°02 16" W 149.95 FT; S 89°57 50" W 379.20 FT; N 0°02 16" W 19.50 FT; S 89°57 50" W 28 FT; S 0°02 16" E 19.50 FT; S 89°57 50" W 16.50 FT TO BEG. 1.893 AC

Parcel #1607214001

BEG N 89°57 50" E 274.50 FT FR SW COR BLK 8, PLAT B, SLC SUR; N 0°02 16" W 82.50 FT; S 89°57 50" W 77.60 FT; N 0°02 16" W 106.02 FT; N 89°57 50" E 110.30 FT; N 0°02 16" W 32.90 FT; N 89°57 50" E 72 FT; S 0°02 16" E 32.90 FT; S 89°57 50" W 2.40 FT; S 0°02 16" E 64.50 FT; N 89°57 50" E 24.10 FT; S 0°02 16" E 30.60 FT; N 89°57 50" E 116.20 FT; S 0°02 16" E 93.42 FT; S 89°57 50" W 242.60 FT TO BEG. 1.004 AC