

REV101512

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

11864652
06/12/2014 12:07 PM \$16.00
Book - 10237 Pg - 6594-6597
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: SRA, DEPUTY - WI 4 P.

Project Name: Enclave Apartments
Project Tract Number: _____
WO#: 5870702
RW#: _____

RIGHT OF WAY EASEMENT

For value received, Wasatch 5th East Holdings, 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 12 feet in width and 29 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 Exhibit A attached hereto and by this reference made a part hereof:

Legal Description: A parcel of land located in the Southeast Quarter of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the Westerly Line of Lot 1, Block 37, Plat B, Salt Lake City Survey, said point being also S89°58'10"W 165.00 feet, along the South Line of said Lot 1, and N00°01'50"W 246.00 feet, along said Westerly Line of Lot 1, from the Southeast Corner of said Lot 1 (said Southeast Corner of Lot 1 being S89°57'54"W 64.00 feet, along the Centerline of 400 South Street, and N00°01'50"W 66.54 feet from the Centerline Monument at 400 South and 500 East Streets); and running thence S89°58'10"W 12.00 feet; thence N00°01'50"W 29.00 feet; thence N89°58'10"E 12.00 feet to said Westerly Line of Lot 1; thence, along said Westerly Line of Lot 1, S00°01'50"E 29.00 feet to the Point of Beginning.

Contains: 348 SF or 0.008 AC.

Note: the Basis of Bearings for this description is between 2 existing Salt Lake City Brass Cap Monuments. The Bearing between the Monument at 400 South and 500 East Streets and the Monument at 400 South and 400 East Streets, is S89°57'54"W per Salt Lake City Atlas Plat.

Assessor Parcel No. 16-16-403-015

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.

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 10th day of June, 2014.



GRANTOR

Jeff Nielson, Manager
Wasatch 5th East Holdings, LLC

Acknowledgment by a Corporation, LLC, or Partnership:

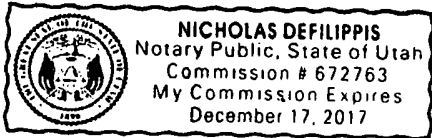
STATE OF Utah)
) ss.
County of Salt Lake)

On this 10th day of June, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Jeff Nelson (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.

Nicholas DeFilippis

(notary signature)



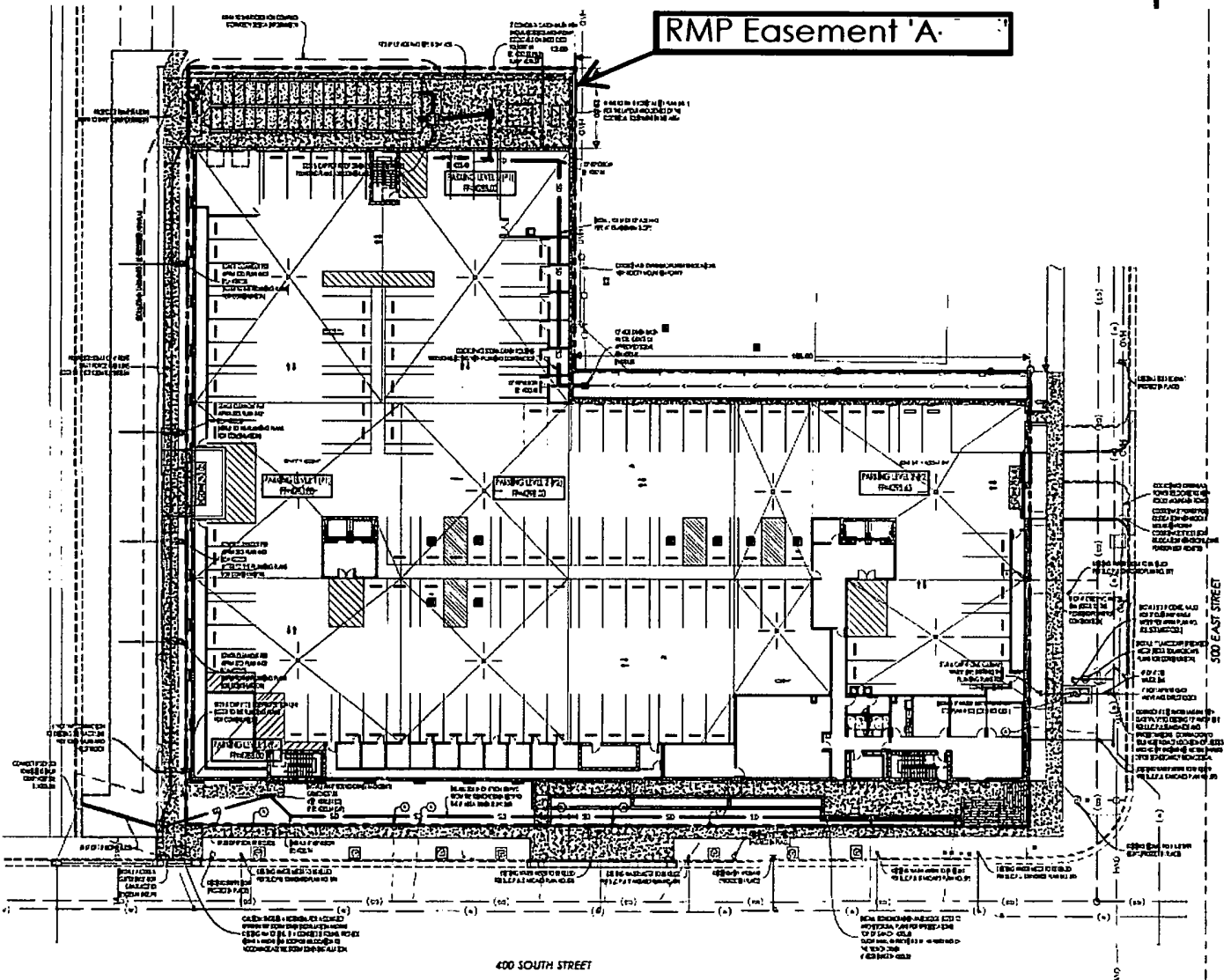
NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City (city, state)
My Commission Expires: 12/17/17 (d/m/y)

Property Description

Quarter: SE Quarter: _____ Section: 6 Township 1 (S),
Range 1 (E), SLB&M Meridian
County: Salt Lake State: UTAH
Parcel Numbers: 16-06-403-015



RMP Easement 'A'



CC#: 11441 WO#: 5870702
Landowner: Wasatch 5th East Holdings, LLC
Drawn by: Stantec

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