Reviol512
Return to:
Rocky Mountain Power
Lisa Louder/ Kan Otape
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:

Tract Number: WO#: 5861938

RW#:

11864655
06/12/2014 12:07 PM \$16.00
Book - 10237 P9 - 6605-6608
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.

## UNDERGROUND RIGHT OF WAY EASEMENT

For value received, TEI Properties, 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 10 feet in width and 120 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, A.1 attached hereto and by this reference made a part hereof:

Legal Description; LOT 16, NIN TECH EAST VII SUBDIVISION, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Assessor Parcel No.

15172760090000

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.

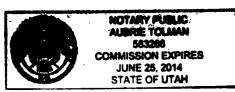
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, 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.

$\sim$	Dated this 16 day of	MAY	, 20 <u>14</u>
TEI Proporties, LLC	GRANTOR		

Acknowledgment by a Corporation, LLC, or Partnership:
STATE OF Utah ) ) ss. County of Salt Lake )
On this day of May, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Tyler Sornson (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.
(notary signature)



NOTARY PUBLIC FOR Residing at: Salt Lake City, U. (city, state) My Commission Expires: 625-6-14 (d/m/y) **Property Description** 

Quarter: \_\_\_\_ Quarter: \_\_\_\_ Section: <u>17</u> Township <u>1</u> <u>S.</u> (N ... S), Range <u>1</u> <u>W</u> (E ... W) Salt Lake Base and Meridian (Meridian)
County: <u>Salt Lake County</u> State: <u>Utah</u>

Parcel Number: 15172760090000

# For better legibility see the following page Exhibit A.1

CC#:... WC#: Landowner Name: TEI Properties, LLC 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

**EXHIBIT A** 



SCALE:

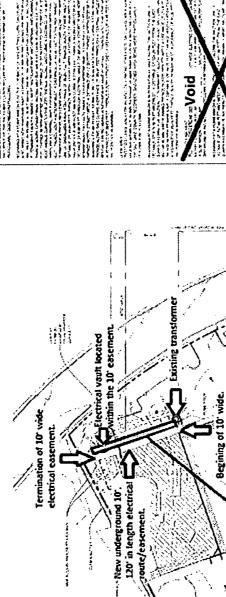
TOPOGRAPHIC SURVEY & LEASE/EASEMENT EXHIBIT

# GRAPHIC SCALE

PROPOSED DESCRIPTIONS

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# Exhibit "A.1"



At&t & Rocky Mountain Power reserve the right with a meets & bounds to replace this exhibit legal description. **Upon Prior Grantor** LEGEND AND ABBREPIATIONS approval.

> Rocky Mountain Power to cut asphalt for and compact to appropriate density, and new electrical conduits & wire, backfill patch and repair affected parking area.

120' in length electrical

easement

The second of the 25.15.7

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BK 10237 PG 6608