

REV05042015

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Lotus Habits, LLC

338 E. South Temple, Suite B

Salt Lake City, Utah 84111

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Book - 10553 Pg - 7692-7694A

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

LOTUS HABITS

338 E SOUTH TEMPLE STE B

SLC, UT 84111

BY: MSP, DEPUTY - WI X P.

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Project Name: Lotus Tapestry

PUBLIC UTILITY EASEMENT

For value received, **LOTUS HABITS, LLC** ("Grantor"), hereby grants a Public Utility Easement over and across the project area described below (Legal Description) excluding all buildings and structures, as they may change from time to time, 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: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, pedestals, boxes, and vaults (hereafter referred to as "Facilities") on, across, or under the surface of the real property of Grantor in **Utah** 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:

Beginning on the South Line of 3900 South Street at a point which is South 89°57'10" East 59.3 feet (record = East 59.9 feet) and South 0°09'39" West 7.00 feet (record = South 7.00 feet) from the Northwest Corner of Lot 10, Block 5, Ten Acre Plat "A", Big Field Survey, Salt Lake County, Utah, said point of beginning also being North 89°57'10" West along the monument Line 738.50 feet and South 0°09'38" West 40.00 feet from the monument at the intersection of 3900 South Street and 900 East Street; thence South 89°57'10" East along said South Line of 3900 South Street 295.33 feet (record = East 295.2 feet); thence South 0°08'01" West 118.03 feet (record = South 118.0 feet); thence South 89°57'20" East 185.09 feet (record = East 185.00 feet); thence South 0°06'58" West 198.22 feet (record = 196.18 feet); thence North 89°57'51" West 480.65 feet (record = West 480.2 feet); thence North 0°08'39" East 314.33 feet (record = North 314.18 feet) to the point of beginning.

Less and excepting the following description:

Beginning at a point which is North 89°57'10" West along the monument Line 738.50 feet and South 0°09'39" West 40.00 feet from the monument at the intersection of 3900 South Street and 900 East Street, and South 89°57'10" East along said South Line of 3900 South Street 295.33

feet (record = East 295.2 feet) and South 0°08'01" West 118.03 feet (record = 118.0 feet); and running thence South 89°57'20" East 185.09 feet (record = East 185.00 feet); thence South 0°06'58" West 198.22 feet (record = 196.18 feet); thence North 89°57'51" West 185.09 feet; thence due North 198.18 feet, more or less, to the point of beginning excluding all buildings and structures as they may change from time to time.

Assessor Parcel No. 16-32-376-053

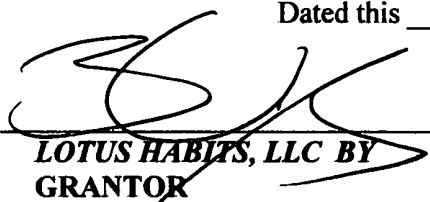
Together with the right of access to the Facilities from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the Facilities clear of all brush, trees, timber, structures, buildings and other hazards which might endanger the Facilities or impede these 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.

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 2 day of May, 2017.



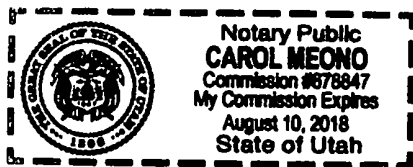
**LOTUS HABITS, LLC BY
GRANTOR**

Acknowledgment by a Corporation, LLC, or Partnership:

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

On this 2 day of May, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Bryan Wrigley (name), known or identified to me to be the Manager (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 Lotus Habits, LLC (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.

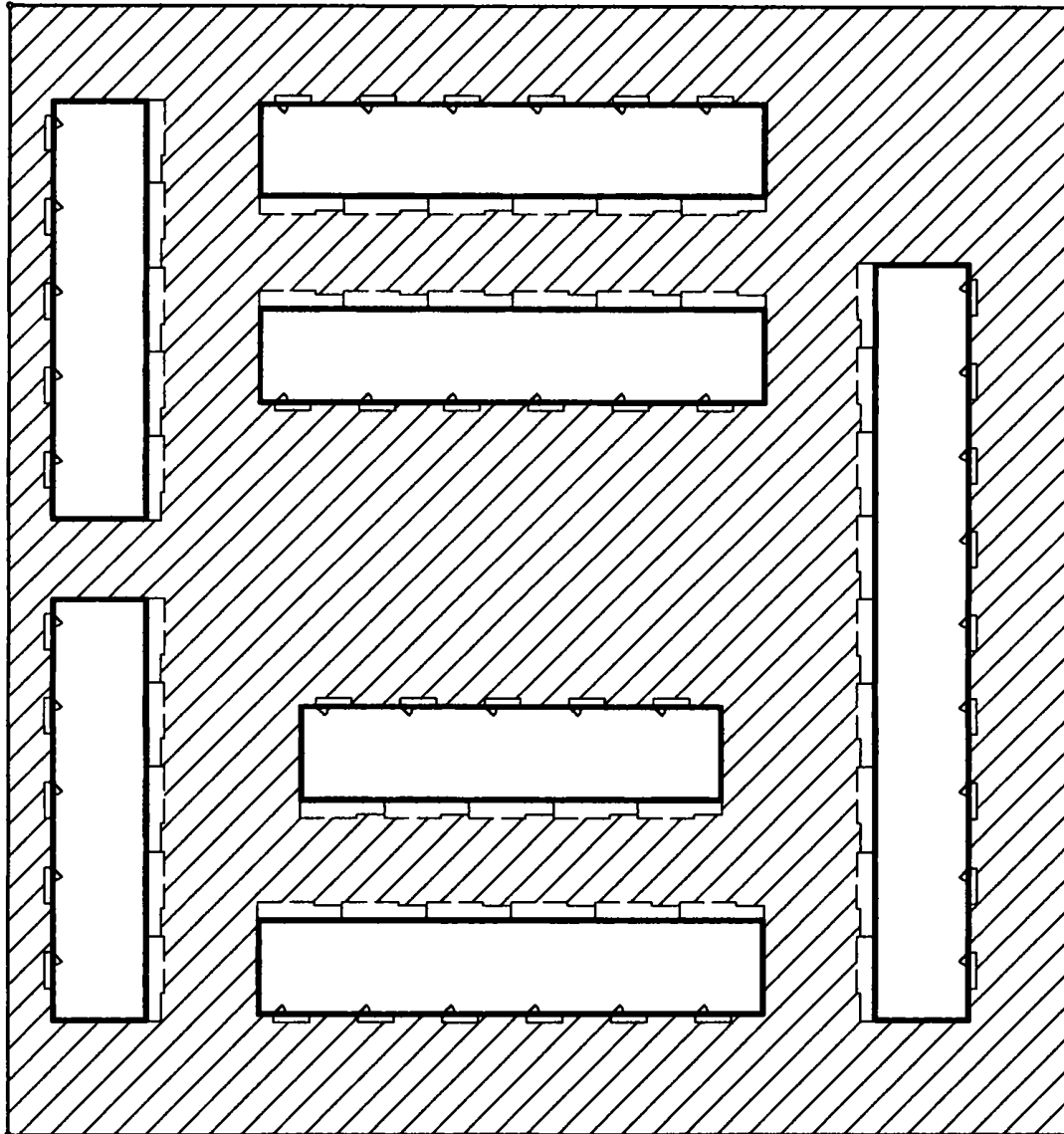


Carol Meono
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City, Utah (city, state)
My Commission Expires: 10/8/2018 (d/m/y)



3900 South Street



 Easement Area

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.



ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWAengineering.net

Public Utility Easement

Lotus Habits
832 East 3900 South
Salt Lake City, Salt Lake County, Utah

Sheet No.

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of 1

Designed By:
Drafted By: kh
Client Name:
Lotus
15-81UT-EASE-EX
28 Apr, 2017