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Book - 10636 Pg - 7418-7421  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: DKP, DEPUTY - WI 4 P.

Return to:  
Rocky Mountain Power  
Lisa Louder/Kaitie Murnin  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116  
Project Name: Caffe Molise  
WO#: 6428529  
RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, 400 South LLC ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a non-exclusive easement for a right of way 10 feet in width and 100 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, underground distribution and communication lines and all necessary or desirable underground accessories and appurtenances thereto, including without limitation, underground: wires, fibers, cables and other conductors and conduits therefor; and underground pads, transformers, switches, cabinets, and vaults below the surface of that portion 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 attached hereto and by this reference made a part hereof (the "Easement Area"):

Legal Description: BEG W 109 FT FR NE COR OF LOT 6, BLK 41, PL A, SLC SUR; S 99FT; W 56 FT; N 99 FT; E 56 FT TO BEG. ALSO BEG W 10 RDS OF NE COR OF SD LOT 6; S 10 RDS; W 41.25 FT; N 10 RDS; E 41.25 FT TO BEG. ALSO BEG W 99 FT FR SE COR SD LOT 6; W 66 FT; N 66 FT; E 41 FT; S 25 FT; E 25 FT; S 41 FT TO BEG. 9307-6678 9356-6884

Assessor Parcel No. **15014290130000**

Together with the reasonable right of access to the Easement Area 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 Easement Area clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities within the Easement Area; provided, however, notwithstanding the foregoing, Grantee acknowledges the southern portion of the Easement Area is currently improved with covered parking structure (the "Parking Structure") and that the Grantee shall not have the right to remove, modify or take any other action that will disturb the Parking Structure, or prevent the use of the Parking Structure.

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 Easement Area. Subject to the foregoing limitations, the surface of the right of way may be used for parking, ingress and egress of persons and motor vehicles, asphalt or concrete surfacing, surface drainage and also for the Parking Structure, and other purposes not inconsistent, as reasonably determined by Grantee, with the purposes for which this easement has been granted.

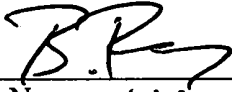
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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 2<sup>nd</sup> day of JANUARY, 2018

Grantor:

**400 South, LLC**, a Utah  
limited liability company

By   
Print Name William A. Baul  
Title PARTNER

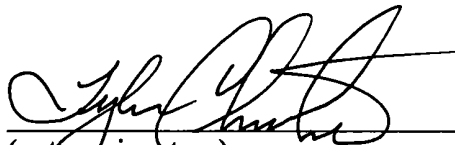
Acknowledgment by a Corporation, LLC, or Partnership:

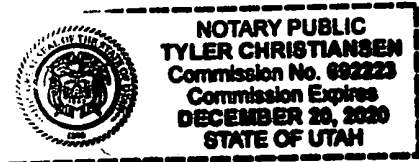
STATE OF UTAH )

County of SALT LAKE ) ss.

On this 2nd day of JANUARY, 2018, before me, the undersigned Notary Public in and for said State, personally appeared WILLIAM A PAULOS (name), known or identified to me to be the PARTNER (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 400 SOUTH 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.

  
(notary signature)

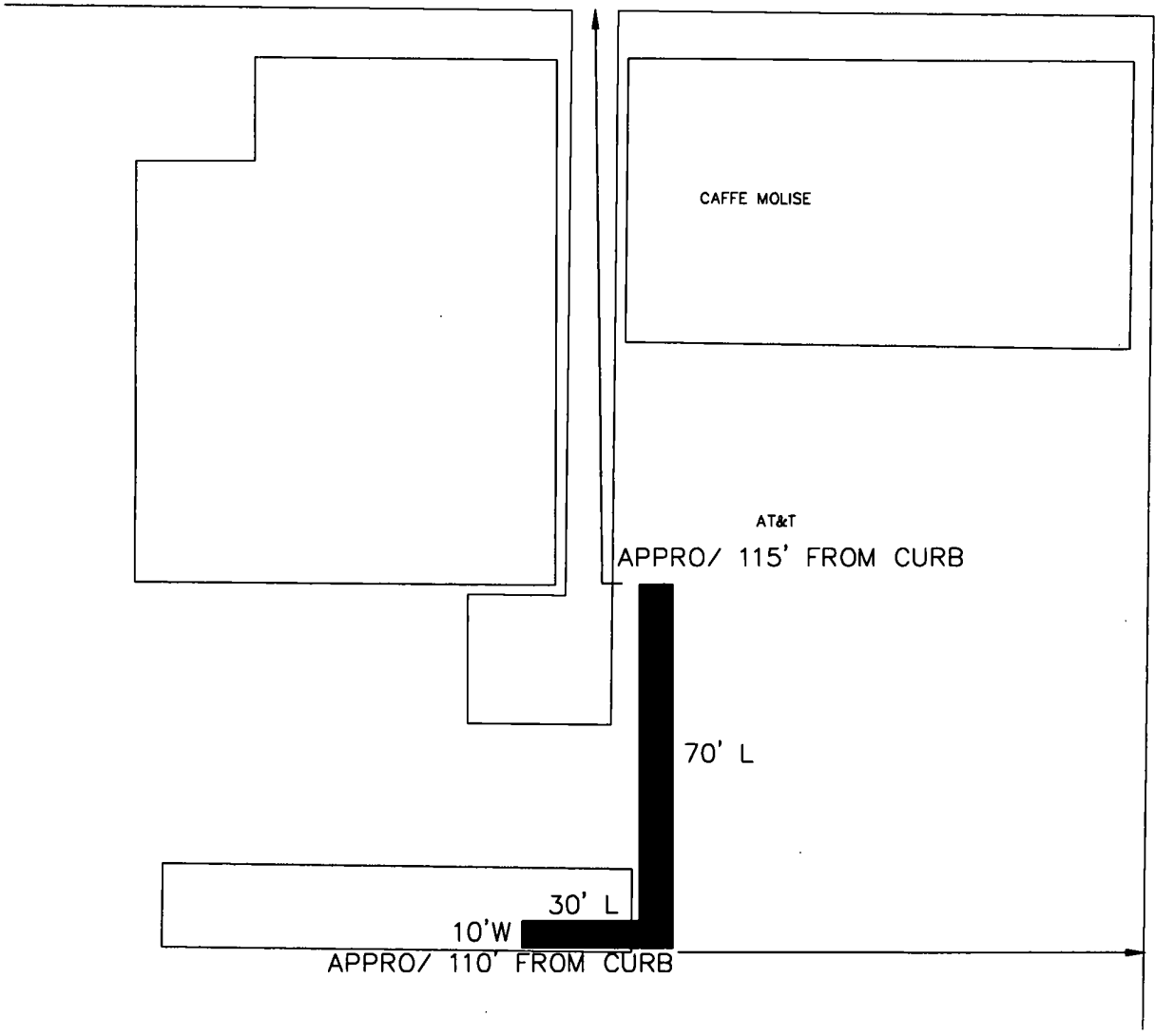



NOTARY PUBLIC FOR UTAH (state)  
Residing at: S LC, UT. (city, state)  
My Commission Expires: 12-20-20 (d/m/y)



400 South

West Temple



COST CENTER 11441	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 RIGHT OF WAY HEREIN GRANTED.		
WORK ORDER No: 006428529			
NAME: KAITIE MURNIN	 <small>A MIDAMERICAN ENERGY HOLDINGS COMPANY</small> <small>PACIFIC POWER UTAH POWER ROCKY MOUNTAIN POWER</small>		TOWNSHIP: 01s RANGE: 01W SECTION: 01
DRAWN BY: KAITIE MURNIN			SCALE: 1" = NTS
<h1>EXHIBIT A</h1>			