When recorded mail to: Rocky Mountain Power Lisa Louder/Stephen D. Rufas 1407 West North Temple Stc.110 Salt Lake City, UT 84116

12699697 1/18/2018 12:12:00 PM \$14.00 Book - 10639 Pg - 4989-4991 **ADAM GARDINER** Recorder, Salt Lake County, UT **FOUNDERS TITLE** BY: eCASH, DEPUTY - EF 3 P.

NON-EXCLUSIVE EASEMENT

3A Partners, LLC, a Utah limited liability company ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a non-exclusive easement 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 City, Salt Lake County, State of Utah as shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Assessor Parcel No. 15-12-452-021-0000

Together with the right of access to the easement 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.

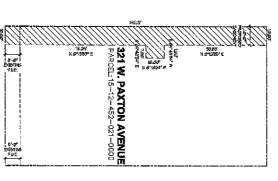
To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 16th day of January, 2018

on W. Saunders, Manager

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah
STATE OF <u>Utah</u>) ss. County of <u>Salt Lake</u>)
On this letter day of January , 2018, before me, the undersigned Notary Public n and for said State, personally appeared Jon W. Saunders (name), known or
dentified 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
he instrument on behalf of 3A Parlners, LLC (entity name), and acknowledged to
me that said entity executed the same.
N 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)
KAMRIN L. WILSON Notary Public State of Utah My Commission Expires on: December 5, 2018 Comm. Number: 680529 NOTARY PUBLIC FOR UTAH (city, state) My Commission Expires: 12 05 7212 (d/m/y)



HAGHMINT

SALT LAKE COUNTY RECORDER AND RUNNING THENCE SOUTH ALONG THE MEST LINE OF SAID LOT 48, 142.12 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 43, 0.00 FEET; THENCE NORTH $0^{\circ}13.55$ " EAST 76.24 FEET; THENCE NORTH $04^{\circ}40.54$ " EAST 7.00 FEET; THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING THENCE MEST ALONG THE NORTH LINE OF SAID LOT 48, 7.00 FEET; THENCE NORTH 0°18'55" EAST 55.63 FEET; ذ18'55" EAST 1Ø.ØØ FEET; THENCE SOUTH 84°48'54" MEST SUBDIVISION PLAT RECORDED MITH THE OFFICE BLOOK 4 OF THE DAVIS SHARP & STRINGERS BEGINNING AT THE NORTH MEST CORNER OF LOT 計当 $\dot{\omega}$ 9

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Start Start

Revisions

PAXTON AVENUE EASEMENTS
Salt Lake City, Utah
PAXTON 321 PROPOSED EASEMENT





JWRA Architects 2299 S. Highland Dr., Stc. 200 Salt Lake City, UT 84106 Phones (801) 486-7777