

13075270
9/16/2019 4:13:00 PM \$40.00
Book - 10831 Pg - 4775-4780
RASHELLE HOBBS
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 6 P.

REV05042015

Return to:

Rocky Mountain Power
Lisa Louder/Jennifer Blum
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Quattro 4th and 4th

WO#: 6603681

RW#:

RIGHT OF WAY EASEMENT

For value received,

ROBERT K. FRIEDMAN and E.J. PASSEY, Co-Trustees of THE MARIAN K. MILLER FAMILY LIVING TRUST U/A/D 10/10/88, and sometimes referred to as U/A/D 10/10/77 ("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 9 feet in width and 24 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, on, over, or under the surface of a 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 A and Exhibit B, both of which are attached hereto and by this reference made a part hereof ("Easement Property"):

Legal Description: See Exhibit A attached hereto.

Affecting a portion of Assessor Parcel No. 16064020180000

Together with the right of access to the right of way from adjacent lands of Grantor (provided Grantee will use any existing roads or paved surfaces to the extent possible in order to minimize disturbance to Grantor's property) for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore, but at Grantee's sole expense) the future right to keep the right of way and adjacent lands clear (to the extent necessary to comply with applicable safety codes) of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

Grantee will accept the Easement Property in its as-is, where-is condition and will enter thereon at its sole risk/hazard.

At no time shall Grantor 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 pedestrian and vehicular ingress to and egress from the Grantor's property through the Easement Property, for the placement and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes and related appurtenances, fences, and asphalt roadways and driveways, and to grant other non-exclusive easements, licenses and rights within or on the Easement Property to other parties, and such other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Grantee shall repair any portion of the Easement Property or Grantor's adjacent property damaged in the prosecution of any work by Grantee or Grantee's parties and shall otherwise restore the surface condition to the same condition that it was in prior to such work by Grantee or Grantee's parties.

Grantor reserves the right to relocate (at Grantor's sole cost and expense) the Easement Property and the power facilities with Grantee's consent, which consent shall not be unreasonable withheld, conditioned, or delayed.


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 21st day of August, 2019.

Grantor:

THE MARIAN K. MILLER FAMILY LIVING TRUST U/A/D 10/10/88



Robert K. Friedman, Co-Trustee

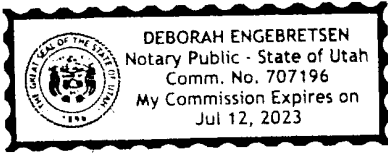


E.J. Passey, Co-Trustee

STATE OF UTAH)

COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 21st day of August 2019, by Deborah Engbretsen.

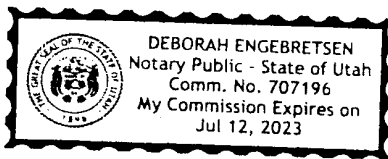


[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

STATE OF UTAH)

COUNTY OF SALT LAKE) : ss.

The foregoing instrument was acknowledged before me this 21st day of August 2019, by Deborah Engbretsen.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

GRANTEE:

Rocky Mountain Power,
an unincorporated division of PacifiCorp its successors and assigns

By: Roger B. Rigby
Name: ROGER B. RIGBY
Its: Dir. Real Estate

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 6th day of September, 2019, personally appeared before me Roger B. Rigby, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the Dir. Real Estate of Rocky Mountain Power, an unincorporated division of PacifiCorp, a Oregon corporation, and acknowledged to me that said corporation executed the same.

Notary Public

B. Young

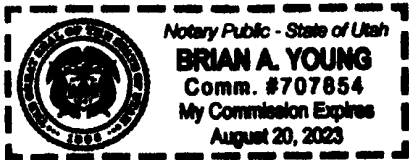


Exhibit A
(Description of the Easement Property)

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, ALSO SITUATE WITHIN LOT 4, BLOCK 37, PLAT 'B', SALT LAKE CITY SURVEY, LOCATED IN SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0°01'15" EAST, ALONG THE GRANTORS WEST LINE, A DISTANCE OF 37.26 FEET, FORM THE NORTHWEST CORNER THEREOF, SAID POINT ALSO BEING NORTH 89°57'51" EAST, ALONG THE 400 SOUTH STREET MONUMENT LINE, A DISTANCE OF 67.57 FEET AND NORTH 0°02'09" WEST, A DISTANCE OF 66.59 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK 37, PLAT 'B', SALT LAKE CITY SURVEY, AND NORTH 0°01'51" WEST, ALONG THE WEST LINE OF SAID BLOCK, A DISTANCE OF 135.99 FEET, FROM THE SALT LAKE CITY MONUMENT AT THE INTERSECTION OF 400 SOUTH AND 400 EAST STREET; AND RUNNING THENCE NORTH 89°58'09" EAST, PERPENDICULAR TO SAID BLOCK LINE, A DISTANCE OF 9.00 FEET; THENCE SOUTH 0°01'51" EAST, PARALLEL WITH SAID BLOCK LINE, A DISTANCE OF 24.00 FEET; THENCE SOUTH 89°58'09" WEST, PERPENDICULAR TO SAID BLOCK LINE, A DISTANCE OF 9.00 FEET, TO WEST LINE OF SAID BLOCK; THENCE NORTH 0°01'51" WEST, ALONG SAID BLOCK LINE, A DISTANCE OF 24.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 216 SQ. FT.

Exhibit B
 [Depiction of the Easement Property]

