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REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/Jennifer Blum
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

13238916
04/09/2020 01:00 PM \$40.00
Book - 10924 Pg - 3894-3897
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: STA, DEPUTY - WI 4 P.

Project Name: Exchange A & B
WO#: 6727580
RW#:

RIGHT OF WAY EASEMENT

For value received, DOWNTOWN SLC B LLC, a Delaware limited liability company, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 13.0 - 20.2 feet in width and 57.6 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 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" attached hereto and by this reference made a part hereof:

Legal Description:

A PERPETUAL EASEMENT AND RIGHT OF WAY, SITUATE IN A PORTION OF BLAIR STREET (PRIVATE ROAD) AND THE COMMON AREA OF THE EXCHANGE B CONDOMINIUMS RECORDED AS ENTRY NO. 13008781 IN BOOK 2019P AT PAGE 186 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND ALSO SITUATE IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 382.28 FEET N.00°02'38"W. ALONG THE MONUMENT LINE OF 300 EAST STREET AND 412.84 FEET EAST FROM THE SALT LAKE CITY MONUMENT LOCATED AT THE INTERSECTION OF 300 EAST STREET AND 500 SOUTH STREET (NOTE: BASIS OF BEARING IS N.00°02'38"W. ALONG THE MONUMENT LINE BETWEEN MONUMENTS AT THE INTERSECTIONS OF 500 SOUTH 300 EAST AND 400 SOUTH 300 EAST); AND

RUNNING THENCE N.89°45'38"E. 12.98 FEET; THENCE S.00°14'22"E. 12.67 FEET; THENCE N.89°45'38"E. 3.37 FEET; THENCE S.00°14'22"E. 12.67 FEET; THENCE N.89°45'38"E. 2.38 FEET; THENCE S.00°14'22"E. 12.67 FEET; THENCE N.89°45'38"E. 1.46 FEET; THENCE S.00°14'22"E. 19.58 FEET; THENCE S.89°45'38"W. 13.04 FEET TO THE BEGINNING OF A 84.26 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 14.25 FEET THROUGH A CENTRAL ANGLE OF 09°41'30" (NOTE: CHORD FOR SAID CURVE BEARS N.30°20'57"W. FOR A DISTANCE OF 14.24 FEET); THENCE N.00°14'22"W. 45.27 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PERPETUAL EASEMENT CONTAINS 957 SQUARE FEET OR 0.02 ACRE IN AREA, MORE OR LESS.

Assessor Parcel No. 16064080090000

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 therefore) the future right to keep the right of way and adjacent lands 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, 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 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 12th day of February, 2020

GRANTOR:

DOWNTOWN SLC B, LLC, a New York limited liability company

By: [Signature]
Matthew Schwartz

Its: _____
Authorized Signatory

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Louisiana
Parish) ss.
County of Orleans)

On this 12th day of February, 2020 before me, the undersigned Notary Public in and for said State, personally appeared Matthew Schwartz (name), known or identified to me to be the Authorized Signatory (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 Downtown SLC B, LLC (entity name), and acknowledged to me that said entity executed the same.

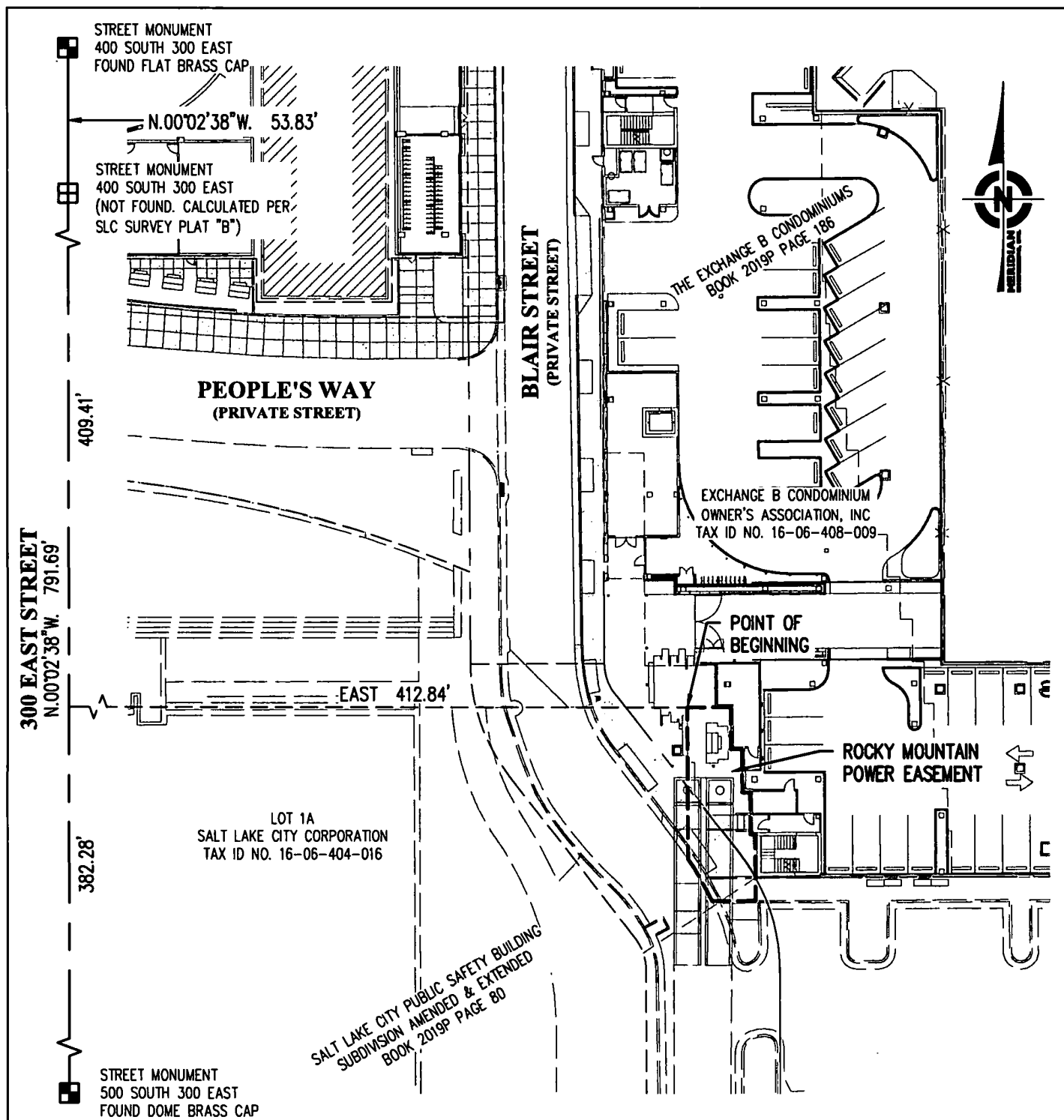
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
(Notary Signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)



EXHIBIT A



EASEMENT AREA = 957 SF, 0.02 AC

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.

SCALE: N.T.S. | DATE: 01/09/2020

EXHIBIT A
SITUATE IN THE SE 1/4 OF SEC. 6,
T.1S., R.1E., SLB&M
SALT LAKE COUNTY, UTAH

BY: TRW | CKD: MWN | APP:

