

REV05042015

Return to:

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

14107371 B: 11420 P: 1816 Total Pages: 5

05/19/2023 12:01 PM By: avice Fees: \$40.00

Rashelle Hobbs, Recorder, Salt Lake County, Utah

Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Project Name: Corrective easement – Ivory Innovations and ICO Multifamily Holdings

WO#: 5667569

RW#: Old: 2015R0011 New 2023LBB026

RIGHT OF WAY EASEMENT

For value received, Ivory Innovations and ICO Multifamily Holdings, LLC, (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 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 right of way varying in width and 602.2 feet in length, more or less, along the centerline of the proposed power line located in Draper, Salt Lake County, Utah:

Beginning on the south boundary line of the Grantor’s land, at a point S.89°58’29”E. 866.97 feet, more or less, along the section line from the southwest corner of Section 36, T. 3S., R. 1W., S.L.M., thence N.19°42’11”E. 10.15 feet, more or less, N.37°34’04”E. 252.55 feet, more or less, thence N.21°33’43”E. 133.93 feet, more or less, thence N.40°32’27”E. 190.57 feet, more or less, to the northeasterly boundary line of said land, said northeasterly boundary line also being the southwesterly right of way line of Vista Station Boulevard, thence along said northeasterly boundary line N.62°21’22”W. 30.68 feet, more or less, thence along a line which is 30.0 feet perpendicularly distant northwesterly of and adjacent to and parallel with the centerline of the proposed power line the following three courses thence along a line which is 30.0 feet perpendicularly distant northwesterly of and adjacent to and parallel with the centerline of the proposed power line the following three courses, S.38°12’13”W. 246.21 feet, more or less, S.37°34’04”W. 329.82 feet, more or less, and S.19°42’ 11”W. 41.04 feet, more or less, to the south boundary line of said Grantor’s land, thence S.89°58’29”E. 63.72 feet, more or less, along the said south boundary line to the point of beginning and being in Lot 117 of

Draper TOD Second Amendment Subdivision in the SW1/4 of the SW1/4 of said Section 36, containing 27,219.25 Square Feet and/or 0.62 of an acre, more or less.

Assessor Parcel No. 27363510210000, 27363510140000

Together with the reasonable 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.

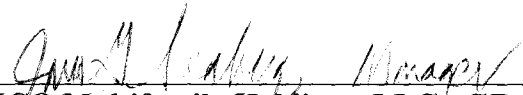
Grantee Shall be responsible for clearing all debris and construction material from Grantor's property and restoring Grantor's Landscaping to its original condition. Original condition being defined as the condition of Grantor's landscaping as existed prior to commencement of any construction and/or prior to any disturbance of the property by Grantee.

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 15th day of MAY, 2023.


Ivory Innovations - GRANTOR


ICO Multifamily Holdings, LLC - GRANTOR

Acknowledgment by Trustee, or Other Official or Representative Capacity:

STATE OF _____)
) ss.
County of SALT LAKE)

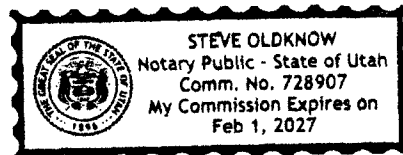
On this 15th day of MAY, 2023, before me, the undersigned Notary Public in and for said State, personally appeared DARIN HASKELL (representative's name), known or identified to me to be the person whose name is subscribed as GRANTOR (title/capacity in which instrument is executed) of IVORY INNOVATIONS and acknowledged to me that (he)/she/they 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: SALT LAKE, UT (city, state)
My Commission Expires: FEB. 1 2027 (d/m/y)



Acknowledgment by Trustee, or Other Official or Representative Capacity:

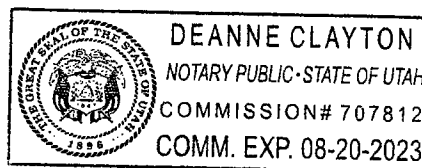
STATE OF UTAH)
) ss.
County of UTAH)

On this 15th day of MAY, 2023, before me, the undersigned Notary Public in and for said State, personally appeared JAMES G SEABERG (representative's name), known or identified to me to be the person whose name is subscribed as GRANTOR (title/capacity in which instrument is executed) of ICO MULTIFAMILY HOLDINGS, LLC and acknowledged to me that (he/she/they) 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.

Deanne Clayton
(Notary Signature)

NOTARY PUBLIC FOR UTAH (state)
Residing at: LEHI UTAH (city, state)
My Commission Expires: 8/20/2023 (d/m/y)



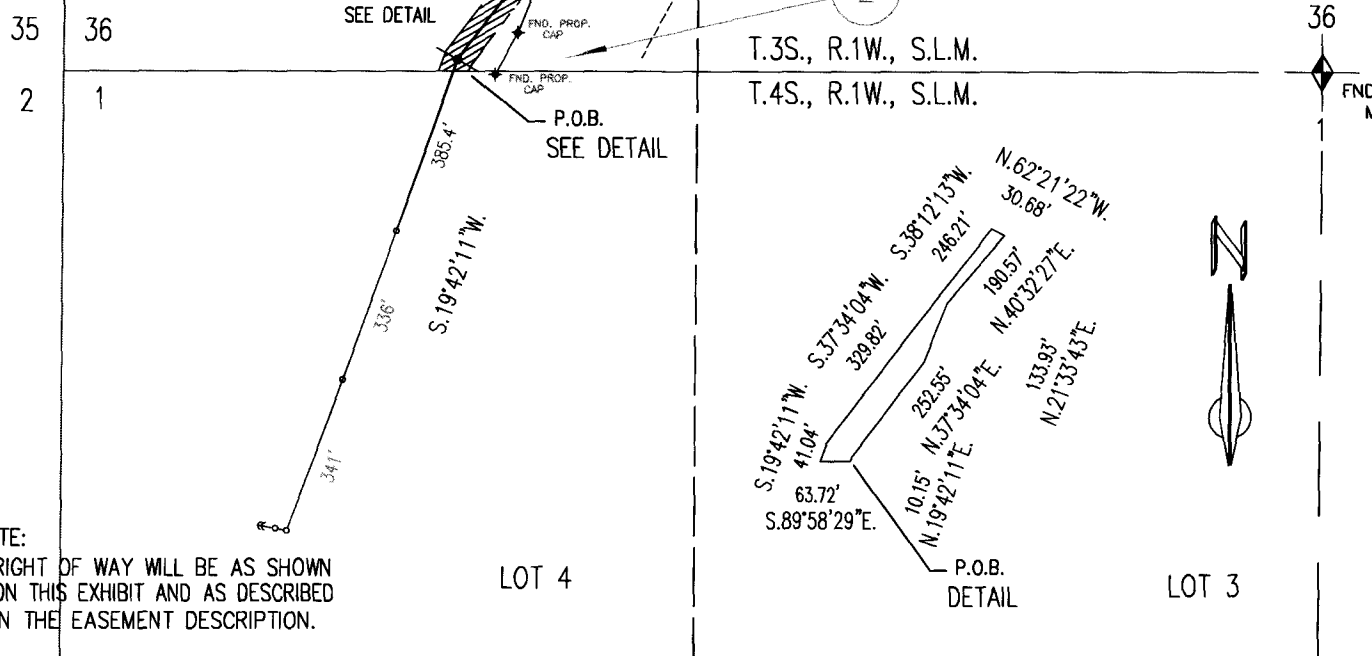
This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

DRAPER TOD SUBDIVISION
SECOND AMENDMENT SUBDIVISION

EASEMENT AREA:
27,219.25 SQ. FT. AND/OR
0.62 OF AN ACRE,
MORE OR LESS.

PROPERTY SERIAL No.
27-36-510-009

P.O.B. = S.89°58'29"E. 866.97 FEET,
MORE OR LESS, ALONG THE LOT
LINE FROM THE SOUTHWEST CORNER
OF LOT 6, DRAPER TOD SUB-
DIVISION, SAID SOUTHWEST CORNER
IS ALSO THE SOUTHWEST CORNER
OF SECTION 36.



NOTE:
RIGHT OF WAY WILL BE AS SHOWN
ON THIS EXHIBIT AND AS DESCRIBED
IN THE EASEMENT DESCRIPTION.

DATE: MAY 19, 2023
SPONSOR:
PROJECT ENGR: NICOLLE L. KINDALL
SURVEYED BY: U.P.& L. Co./K.E.L.
DRAFTED BY: DAN T. BOYD
CHECKED BY: MATT JANKE
PLOT SCALE: 1 = 1
CAD No: 10044482.DWG
APPROVAL ISAAC P. OAKESON SUPV. ENGRG/ENV

EXHIBIT "A"
90TH SOUTH - LARK 46KV TRANSMISSION LINE
DRAPER - UTAH STATE PRISON SECTION
13400 SOUTH AND 500 WEST
EASEMENT NO. 2
DRAPER, SALT LAKE COUNTY, UTAH

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

SALT LAKE TRANSMISSION

SCALE: 1 IN.=400 FT.	Page 3 of 4	PN 10044482	REF.	REV. C
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