



REV05042015

Return to:

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

Project Name: Liberty Wells Apartments
WO#: 7154452
RW#:

RIGHT OF WAY EASEMENT

For value received, Ivory Innovations, (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 9 feet in width and 600 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: BEG AT THE NW COR OF LOT 5, BLK 9, PLAT B, SLC SUR; N 89°56'48" E 198.09 FT; S 0°01'48" E 132.37 FT; N 89°56'48" E 132.06 FT; S 0°01'48" E 197.81 FT; S 89°57'05" W 82.71 FT; S 0°01'48" E 66.03 FT; S 89°57'05" W 82.36 FT; N 0°01'48" W 66.03 FT; S 89°57'05" W 12.01 FT; S 0°01'48" E 66.03 FT; S 89°57'05" W 153.07 FT; N 0°01'48" W 396.18 FT TO BEG.

Assessor Parcel No. 16072090300000

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

THENCE NORTH 0°26'28" EAST 4.00 FEET;
THENCE SOUTH 89°33'32" EAST 15.00 FEET;
THENCE SOUTH 0°26'28" WEST 14.00 FEET;
THENCE NORTH 89°33'32" WEST 68.58 FEET;
THENCE SOUTH 0°26'24" WEST 110.21 FEET;
THENCE SOUTH 45°00'00" EAST 10.31 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,041 SQ. FT. OR 0.046 ACRES

Assessor Parcel No. 27-32-352-003

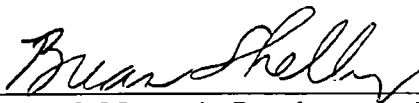
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, 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 24th day of September, 2024.



South Mountain Development, LLC, Brian Shelley, GRANTOR



South Mountain Development, LLC, Steven Usdan, GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

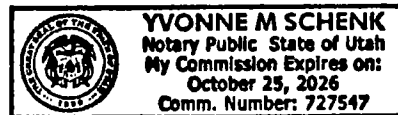
STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 24th day of September, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Brian Shelley (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 South Mountain Development, 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.

Yvonne M. Schenk
(notary signature)

NOTARY PUBLIC FOR UTAH (state)
Residing at: SL County, UT (city, state)
My Commission Expires: 10-25-2026 (d/m/y)



NEW JERSEY NOTARY ACKNOWLEDGMENT

THE STATE OF NEW JERSEY

COUNTY OF Bergen

On 9/25, 2024 before me, Albert S. Piney, Notary Public
in and for said county, personally appeared Steven Usdan,
(signer/witness) who has/have satisfactorily identified him/her/themselves as the
signer(s) or witness(es) to the above-referenced document.

Albert S. Piney
Notary Public Signature

Print Albert S. Piney

Albert S. Piney
Commission # 50130134
Notary Public State of New Jersey
Commission Expires: June 26, 2025

My commission expires: 06/26/2025

(Seal)



