

Return to:

Rocky Mountain Power
1407 West North Temple Suite 110
Salt Lake City, Utah 84116

Project Name: CUWCD Well Nos. 8, 9 and 10, Vineyard

WO#: _____

RW#: _____



ENT 22802:2021 PG 1 of 2
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Feb 05 12:47 pm FEE 40.00 BY SS
RECORDED FOR CENTRAL UTAH WATER

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Concord Apartments at Geneva 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 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 the Grantor in Utah County, State of Utah more particularly described as follows:

Legal Description (Utah County Accessor Parcel No. 46:844:0001)

Beginning at a point which is North 1°32'24" West 258.25 feet along the Section line, East 4088.96 feet and North 59°59'38" East 22.95 feet from the West Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said point being the Grantor's southerly property line; thence along said property line, North 59°59'38" East 10.00 feet; thence North 29°38'15" West 1056.63 feet to the Grantor's northerly property line; thence along said property line, South 89°26'03" West 11.44 feet; thence South 29°38'15" East 1062.25 feet to the point of beginning.

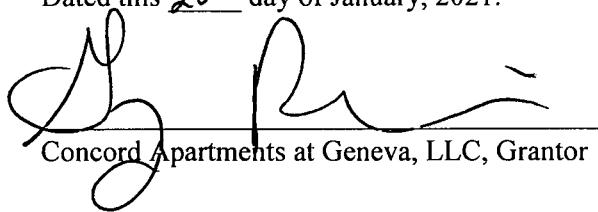
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities. The Central Utah Water Conservancy District has installed multiple conduits in many of these locations and will allow Rocky Mountain Power to use one (1) of conduits and shall retain the use of the remaining conduits for their exclusive use.

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 inspect 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.

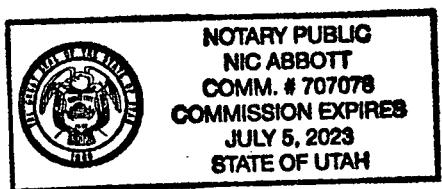
Dated this 25th day of January, 2021.


Concord Apartments at Geneva, LLC, Grantor

State of Utah)
) ss.
County of Salt Lake)

On this 25 day of JANUARY, 2021, before me, the undersigned Notary Public in and for said State, personally appeared BREV PINDLISBETTER, known or identified to me to be the person whose name is subscribed as MANAGER (title/capacity in which instrument is executed) of Concord Apartments at Geneva, 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 certificated first above written.



Nic Abbott (notary signature)
NOTARY PUBLIC FOR UTAH (state)
Residing at: SALT LAKE CITY, UTAH (city, state)
My Commission Expires: JULY 5 2023 (d/m/y)