

REV05042015

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

E 3432473 B 7878 P 1275-1276  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/02/2021 02:19 PM  
FEE \$40.00 Pgs: 2  
DEP RT REC'D FOR CW LAND CO

Project Name:  
WO#:  
RW#:

RETURNED  
NOV 02 2021

**TEMPORARY RIGHT OF WAY EASEMENT**

For value received, **CW The Clara, LLC, a Utah limited liability company** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a Temporary Easement and Right of Way over and across a certain parcel of real property owned by Grantor ("Grantor's Land") located in Davis County, State of Utah. The "Easement Area" is more particularly described as follows:

BEG AT A PT ON THE W'LY R/W LINE OF A ROAD CONV IN BK 2486 PG 803 AS E# 1507040; SD PT BEING N 89°29'50" E, (NAD83 BEARING IS N 89°51'30" E), ALG THE SEC LINE 375.23 FT & S 2799.23 FT FR THE N 1/4 COR OF SEC 28-T4NR1W, SLB&M; SD N 1/4 COR BEING S 89°27'20" E 2637.37 FT FR THE NW COR OF SD SEC 28; (BASIS OF BEARING IS N 00°04'00" E BETWEEN THE W 1/4 COR & NW COR OF SD SEC 28-T4N-R1W, SLB&M); & RUN TH ALG SD W'LY R/W LINE THE FOLLOWING TWO (2) COURSES: S 00°34'30" W 206.02 FT; TH S 16°04'46" W 35.16 FT; TH S 61°58'00" W 236.37 FT; TH N 35°00'00" W 86.63 FT; TH S 48°20'25" W 89.49 FT TO A PT ON THE E'LY R/W LINE OF MAIN STR; TH ALG SD E'LY R/W LINE THE FOLLOWING THREE (3) COURSES: N 41°32'00" W 35.25 FT; TH N 61°58'00" E 11.57 FT; TH N 41°32'00" W 51.46 FT; TH N 55°00'00" E 469.11 FT TO THE POB. CONT. 1.5

Assessor Parcel No. 11-064-0198

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 and adjacent lands clear of all brush, trees, timber, structures and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor erect or permit the erection of any buildings or structures of any kind or nature, or place or use or permit any equipment or material of any kind that exceeds 12 feet in height, or light any fires, or 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 roads, agricultural crops and other purposes not inconsistent with the purposes for which this easement has been granted.

Following the completion of the permanent underground service to the Clara at 585 S Main St.,

Layton, UT 84041, Grantee shall, in a timely manner, remove the existing overhead service to the Butler residence. This Temporary Easement and Right of Way shall terminate by its own terms at the completion of the removal of the overhead service.

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 2nd day of November 2021.

**GRANTOR**

CW The Clara, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Darlene Carter  
Its: Manager

STATE OF UTAH                    )  
  ) ss.  
County of Davis                 )

On this 2nd day of November, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Darlene Carter, known or identified to me to be the manager of the limited liability company that executed the instrument on behalf of CW The Clara, LLC, a Utah limited liability company, 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 Utah (state)  
Residing at: Layton, UT (city, state)  
My Commission Expires: 02/11/2023 (d/m/y)

