

REV05042015

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

E 3432474 B 7878 P 1277-1279
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/02/2021 02:19 PM
FEE \$40.00 Pgs: 3
DEP RT REC'D FOR CU LAND CO

Project Name:
WO#:
RW#:

RETURNED
NOV 02 2021

UNDERGROUND 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"), an easement for a right of way as described herein 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 Grantor in Davis County, State of Utah. The "Easement Area" is more particularly described as follows and a graphic depiction of which is attached hereto as **Exhibit A**:

Beginning at a point on the westerly right-of-way line of a road conveyed in Book 2486 at Page 803 as Entry No. 1507040; said point being North 89°29'50" East, (NAD83 Bearing is North 89°51'30" East), along the section line, 375.23 feet and South 2799.23 feet from the North Quarter corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said North Quarter corner being South 89°27'20" East, 2637.37 feet from the Northwest corner of said Section 28; (Basis of Bearing is North 00°04'00" East between the West Quarter Corner and Northwest Corner of said Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian); and running thence South 00°34'30" West, along said westerly right-of-way line, 12.29 feet; thence South 55°00'00" West, 339.12 feet; thence South 35°01'48" East, 20.10 feet; thence South 41°41'23" East, 48.91 feet; thence South 48°27'06" West, 38.10 feet; thence South 41°30'47" East, 5.00 feet; thence South 48°27'06" West, 5.00 feet; thence South 41°30'47" East, 36.73 feet; thence North 61°38'58" East, 4.72 feet; thence South 28°04'23" East, 25.26 feet; thence South 41°30'47" East, 11.13 feet; thence South 61°58'00" West, 8.98 feet; thence North 41°30'47" West, 86.40 feet; thence North 48°27'06" East, 43.07 feet; thence North 41°41'23" West, 70.37 feet; thence North 55°00'00" East, 359.86 feet to the point of beginning. Contains: 5,539 sq. ft.

Assessor Parcel No. a portion of 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 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 2nd day of November, 2021.

GRANTOR

CW The Clara, LLC,
a Utah limited liability company

By: *Darlene Carter*
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.

Stephanie Heiner
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Layton, UT (city, state)
My Commission Expires: 02/11/2023 (d/m/y)



