

REV05042015

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

13171107
1/15/2020 3:24:00 PM \$40.00
Book - 10885 Pg - 4064-4069
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

Project Name: MDV11: KC GARDNER COMP - CHG BLDG PHS 2
WO#: 6723797
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **ARBOR GARDNER BINGHAM JUNCTION OFFICE 5, L.C., a Utah limited liability company and ARBOR GARDNER BINGHAM JUNCTION OFFICE 4, L.C., a Utah limited liability company** (“Grantors”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way ten feet in width and 790 feet in length, more or less, 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 **Salt Lake** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) ‘**A**’ and ‘**B**’ attached hereto and by this reference made a part hereof:

Legal Description: SEE ATTACHED **EXHIBIT ‘A’**

Assessor Parcel No. 21-26-276-010-0000 AND 21-26-276-012-0000

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.

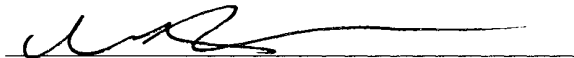
To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 19th day of January, 2020.

ARBOR GARDNER BINGHAM JUNCTION OFFICE 5, L.C., a Utah limited liability company,

by its Manager:

BINGHAM JUNCTION OFFICE 5 MANAGER, INC., a Utah corporation



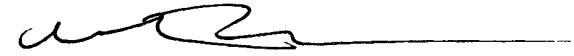
By: Christian K. Gardner

Its: Vice President

ARBOR GARDNER BINGHAM JUNCTION OFFICE 4, L.C., a Utah limited liability company,

By its Manager:

KC Gardner Company, L.C., a Utah limited liability company




By Christian K. Gardner

Its: Manager

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 15 day of JANUARY, 20 20, before me, the undersigned Notary Public in and for said State, personally appeared Christian K. Gardner, known or identified to me to be the Vice President of Bingham Junction Office 5 Manager Inc., a Utah Corporation, the manager of Arbor Gardner Bingham Junction Office 5, L.C., a Utah limited liability company, who executed the instrument on behalf of said 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.



(notary signature)




NOTARY PUBLIC FOR UTAH (state)
Residing at: DAVIS COUNTY, UT (city, state)
My Commission Expires: 10.16.20 (d/m/y)

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 15 day of JANUARY, 20 20, before me, the undersigned Notary Public in and for said State, personally appeared Christian K. Gardner, known or identified to me to be the Manager of KC Gardner Company, L.C., a Utah limited liability company, the manager of Arbor Gardner Bingham Junction Office 4, L.C., a Utah limited liability company, who executed the instrument on behalf of Arbor Gardner Bingham Junction Office 4, L.C., 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.



(notary signature)



NOTARY PUBLIC FOR UTAH (state)
Residing at: DAVIS COUNTY, UT (city, state)
My Commission Expires: 10.16.20 (d/m/y)

EXHIBIT 'A'

CHG – RMP Easement

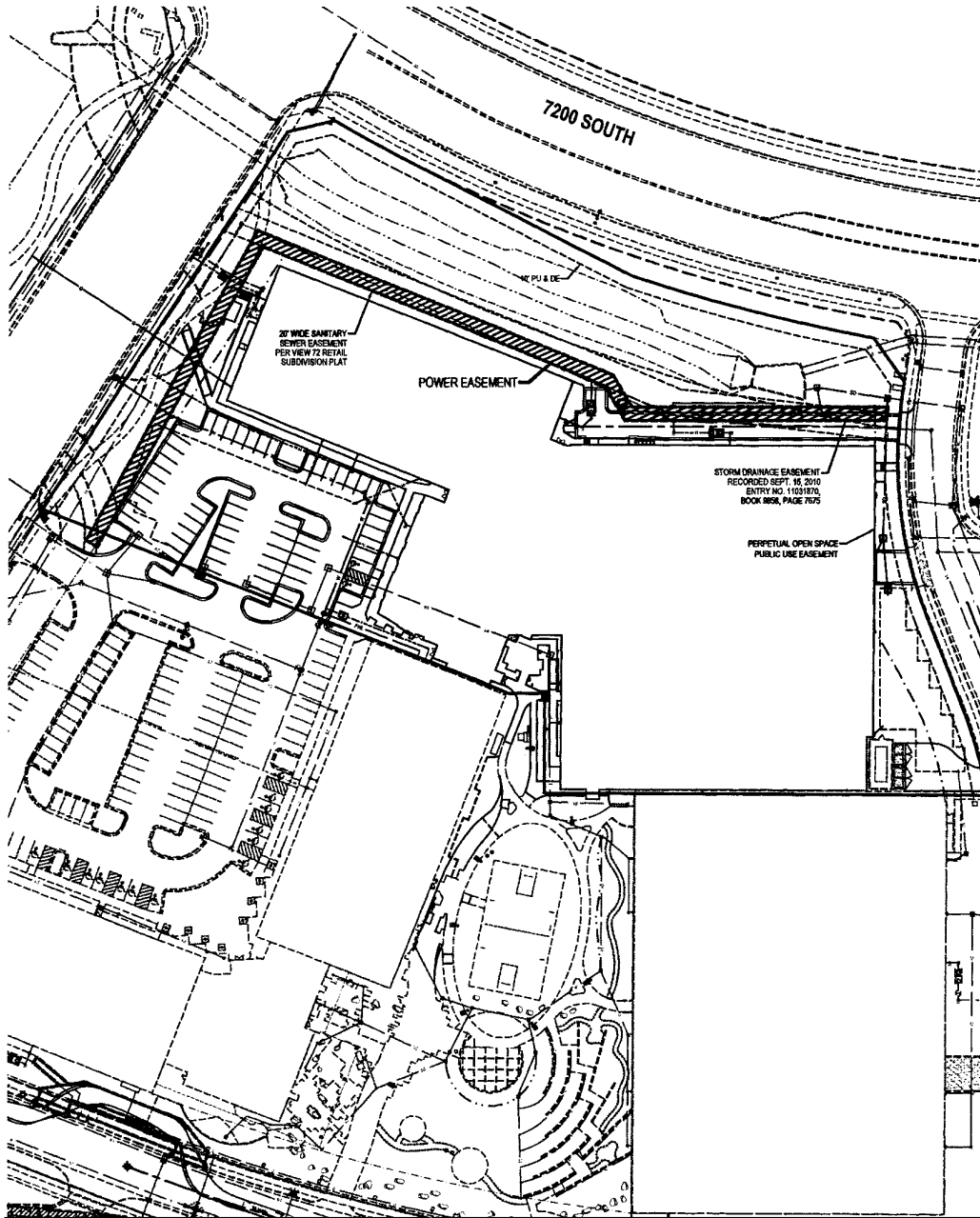
Beginning at a point being South 00°17'30" West 1,327.51 feet along the Section Line and West 690.03 feet from the Northeast Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running


thence Southwesterly 10.05 feet along the arc of a 343.00 foot radius curve to the left (center bears South 83°20'50" East and the chord bears South 05°48'48" West 10.05 feet with a central angle of 01°40'45");

- thence West 202.63 feet;
- thence North 31°50'37" West 30.42 feet;
- thence North 67°51'20" West 284.83 feet;
- thence South 29°03'04" West 263.47 feet;
- thence North 60°56'56" West 10.00 feet;
- thence North 29°03'04" East 272.33 feet;
- thence South 67°51'20" East 296.95 feet;
- thence South 31°50'37" East 28.11 feet;
- thence East 198.08 feet to the point of beginning.

Contains 7,884 Square Feet or 0.181 Acres

EXHIBIT 'B'



<p>PROJECT # DATE 6477C 12/30/19</p> <p>1 OF 1</p> <p>FILE: SID\Easement\power</p>	<p>CHG HEALTHCARE</p> <p>7259 S BINGHAM JUNCTION BLVD MIDVALE, UTAH 84047</p> <p>POWER EASEMENT EXHIBIT</p>	<p>FOR: GARDNER COMPANY 201 SOUTH MAIN SALT LAKE CITY, UTAH 84101 PHONE: 801-458-4140</p>	<p>45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensignng.com</p> 
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