

REV05232014
Return to:
Rocky Mountain Power
Lisa Louder/Mailia Lauto'o
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

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Book - 10868 Pg - 7357-7362
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: CRA, DEPUTY - WI 6 P.

EXCLUSIVE RIGHT OF WAY EASEMENT

For value received, CW COPPER RIM 1, LLC, a limited liability corporation, WEST BENCH, LLC, a limited liability company, and YELLOWSTONE LEGACY, LLC, a limited liability company (collectively, the "Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an exclusive easement for a right of way approximately 30 feet in width and 1000 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:

BEGINNING AT A POINT SOUTH 89°58'45" WEST 1876.10 FEET AND NORTH 78.36 FEET FROM THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN RUNNING THENCE SOUTH 89°59'21" WEST 30.03 FEET; THENCE NORTH 2°30'16" WEST 904.38 FEET; THENCE NORTH 64°29'47" EAST 107.99 FEET; THENCE SOUTH 57°35'11" EAST 35.41 FEET; THENCE SOUTH 64°29'47" WEST 106.94 FEET; THENCE SOUTH 2°30'16" EAST 885.83 FEET TO THE POINT OF BEGINNING.

Assessor Parcel No. 20-26-326-005

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 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 agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

To the extent of where this easement crosses a public roadway, Grantee agrees to permit the public roads described in Copper Rim-Phase 1A, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, to be constructed over the easement provided that if it becomes necessary to relocate facilities presently in place or upon said easement at the insistence or request of any public entity, the costs and expenses incurred thereby will be borne by the entity requiring or requesting the same. Except at the request of a public entity if, during the course of laying, maintaining, operating, inspecting, protecting, removing and replacing Grantee's facilities in the easement, it is necessary for Grantee to interrupt the flow of traffic or damage the public road or its accompanying public improvements, Grantee shall implement a traffic control plan approved by the appropriate government entity and return road and any public improvements to substantially the same condition as they were prior to any of the work undertaken or directed by Grantee. The costs of all such maintenance, operating, inspecting, protecting, removing and replacing activities, along with all costs associated with the repair or replacement of any impacted public improvements shall be borne by Grantee.

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.

{Signatures to continue on the next full page.}

Dated this 3rd day of December, 2019.

[Handwritten Signature]

CW COPPER RIM 1, LLC GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Davis)

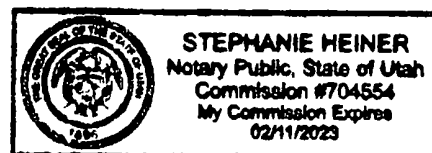
On this 3 day of December, 2019, before me, the undersigned Notary Public in and for said State, personally appeared COLIN H. WRIGHT (name), known or identified to me to be the manager (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of CW COPPER RIM 1, 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.

[Handwritten Signature]

(Notary Signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Layton, Utah (city, state)
My Commission Expires: 02-11-2019 (d/m/y)



Craig Jensen, mgr.
WEST BENCH, LLC GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Davis)

On this 3 day of December, 20 , before me, the undersigned Notary Public in and for said State, personally appeared CRAIG D. JENSEN (name), known or identified to me to be the manager (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 WEST BENCH, 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.

Stein

(Notary Signature)

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



Richard Jensen
YELLOWSTONE LEGACY, LLC GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of DAVIS) ss.)

On this 4 day of December, 20 , before me, the undersigned Notary Public in and for said State, personally appeared RICHARD JENSEN (name), known or identified to me to be the manager (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 YELLOWSTONE LEGACY, 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.

Sheiner
(Notary Signature)

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

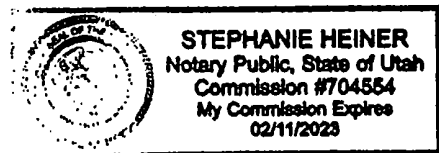


Exhibit "A"
Easement

