

REV05042015

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



ENT 104557:2020 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jul 21 2:24 pm FEE 40.00 BY HA
RECORDED FOR ROCKY MOUNTAIN POWER

Project Name: Tyson Foods
WO#: 6681167
RW#: 2019R0056

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Cedar Corners Management LLC** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 15 feet in width and 1,192 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 **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal Description:

Located in the Northwest and Northeast Quarters of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian.

The basis of bearing for this description is North 89°31'31" West between the Northwest Corner and the North Quarter Corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point which is North 89°31'31" West 327.67 feet along the section line and South 1331.71 feet from the North Quarter Corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base & Meridian and running thence northeasterly 214.54 feet along the arc of a 361.50 foot radius non-tangent curve to the left (chord bears North 73°24'37" East 211.41 feet); thence North 56°24'30" East 335.81 feet; thence northeasterly 58.45 feet along the arc of a 438.50 foot radius tangent curve to the right (chord bears North 60°13'38" East 58.41 feet); thence South 32°21'00" East 62.45 feet; thence northeasterly 166.66 feet along the arc of a 376.50 foot non-tangent curve to the right (chord bears North 77°47'11" East 165.30 feet); thence South 89°31'56" East 227.80 feet; thence South 00°28'04" West 15.00 feet; thence North 89°32'19" West 232.07 feet; thence southwesterly 153.79 feet along the arc of a 361.50 foot radius non-

tangent curve to the left (chord bears South 77°36'13" West 152.63 feet); thence South 31°36'03" East 158.44 feet; thence North 89°58'10" East 48.34 feet; thence South 58°45'17" East 10.42 feet; thence South 02°54'35" West 17.04 feet; thence North 58°45'17" West 14.31 feet; thence South 89°58'10" West 53.05 feet; thence North 31°41'52" West 230.32 feet; thence southwesterly 43.06 feet along the arc of a 423.50 foot radius non-tangent curve to the left (chord bears South 59°19'17" West 43.05 feet; thence South 56°24'30" West 335.81 feet; thence southwesterly 118.61 feet along the arc of a 376.50 foot radius tangent curve to the right (chord bears South 65°26'01" West 118.12 feet); thence North 89°35'17" West 103.48 feet; thence North 00°24'43" East 0.50 feet to the point of beginning. Containing 0.42 acres, more or less.

Assessor Parcel No. 59:007:0080 and 59:007:0077

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 22 day of June, 2020.

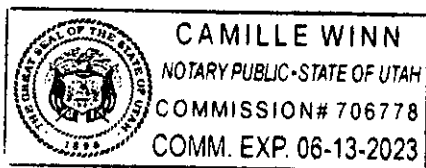

 Cedar Corners Management LLC GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of Utah) ss.)

On this 22 day of June, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Brad Jensen (name), known or identified to me to be the Evantor (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 Cedar Corners Management LLC, 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.



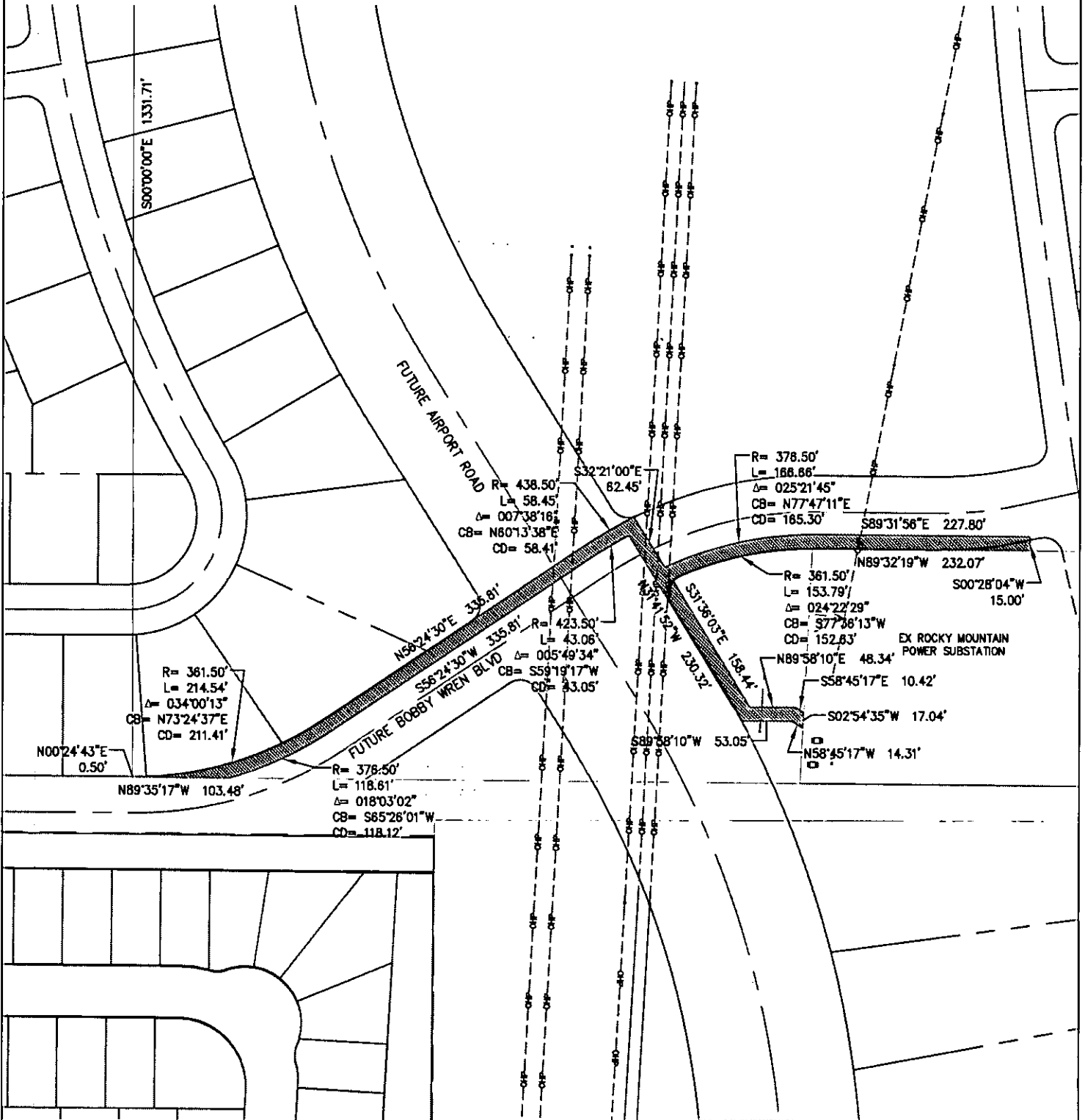
Camille Winn
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: _____ (city, state)
My Commission Expires: 6-13-23 (d/m/y)



ROCKY MOUNTAIN POWER CEDAR CORNERS MANAGEMENT LLC EASEMENT EXHIBIT

ENT 104557:2020 PG 4 of 4



14731 SOUTH HERITAGE DRESS WAY
BLUFFDALE, UTAH 84066
801.553.8112
WWW.WILDINGENGINEERING.COM