

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

Project Name: 200 South 200 East New Line
WO#: METROW
RW#: 2019BAY005

13123936
11/14/2019 12:33 PM \$40.00
Book - 10859 Pg - 9255-9258
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: BRH, DEPUTY - WI 4 P.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **CW The Birdie, 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 **3 feet in width and 132 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 attached hereto and by this reference made a part hereof:

Legal Description:

Beginning at the Northeast corner of Lot 8, Block 56, Plat "A", Salt Lake City Survey, and running thence South 120 feet; thence West 90 feet; thence North 120 feet; thence East 90 feet to the point of beginning.

Also: Beginning at a point 120 feet South from the Northeast corner of Lot 8, Block 56, Plat "A", Salt Lake City Survey, and running thence South 45 feet; thence 90 feet; thence North 45 feet; thence East 90 feet to the point of beginning.

Assessor Parcel No.: 16061760260000

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 11th day of November, 2019.

Darlene Cant
GRANTOR

GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Davis)

On this 11 day of November, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Darlene Carter (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 The Birdie, 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.

Stephanie Heiner

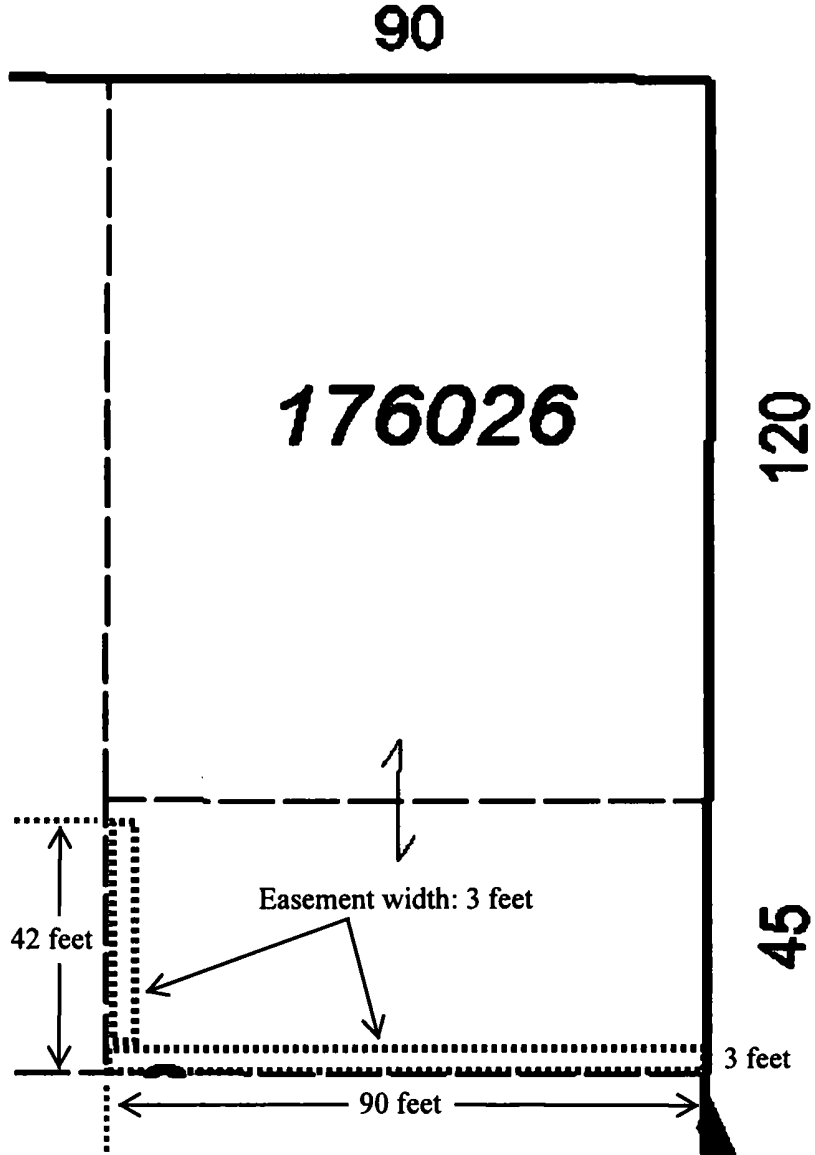
(notary signature)

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



Property Description

Quarter	Quarter	NW	Section	6	Township	1S
Range	1E	Meridian:	Salt Lake Base & Meridian			
County	Salt Lake City		State	Utah		
Parcel Number:		16-06-176-026-0000				



Drawing Not to Scale

CC#:	WO:
Landowner: CW The Birdie LLC	
Drawn by: Brian Young	

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A



SCALE: n/a