

REV05042015

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

14082387 B: 11406 P: 5143 Total Pages: 4
03/15/2023 12:58 PM By: kkennington Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Project Name:
WO#:
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **CW The Quinci QOZB, LLC**, a Utah limited liability company (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement as identified and graphically depicted on **Exhibit A** attached hereto and incorporated 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 **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: See **Exhibit A**

Assessor Parcel No.: 15103270010000

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 14 day of March, 2023.

GRANTOR

CW The Quinci QOZB, LLC,
a Utah limited liability company

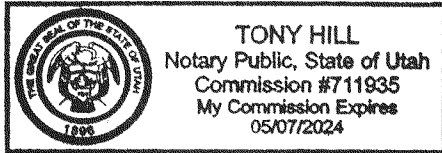
By: *Dlarne Carter*
Name: Darlene Carter
Its: Manager

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On this 14 day of March, 2023 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 Quinci QOZB, 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.

[Signature]
(notary signature)



NOTARY PUBLIC FOR UTAH (state)
Residing at: KAYSVILLE, UTAH (city, state)
My Commission Expires: 7/5/24 (d/m/y)

EXHIBIT A

(Legal Description and Graphic Depiction of Easement Area)

PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

A 10 FOOT WIDE UNDERGROUND POWER LINE EASEMENT FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT A, SAID POINT BEING NORTH 00°10'02" EAST 1677.11 FEET AND NORTH 89°49'58" WEST 47.60 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 00°03'08" EAST 216.52 FEET ALONG A LINE 5 FEET WESTERLY AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE SOUTH 89°45'13" WEST 59.91 FEET TO POINT B; THENCE SOUTH 89°45'13" WEST 147.49 FEET TO POINT C; THENCE SOUTH 89°45'13" WEST 392.59 FEET TO A POINT 5 FEET EASTERLY OF GRANTOR'S WEST PROPERTY LINE; THENCE NORTH 00°03'08" WEST 126.69 FEET ALONG A LONE 5 FEET EASTERLY AND PARALLEL TO THE WEST LINE OF GRANTOR'S PROPERTY LINE; THENCE EAST 122.25 FEET; THENCE NORTH 88°54'05" EAST 31.01 FEET; THENCE EAST 127.44 FEET; THENCE SOUTH 126.08 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:

BEGINNING AT POINT B; THENCE NORTH 125.47 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:

BEGINNING AT POINT C; THENCE NORTH 125.97 FEET; THENCE NORTH 89°56'52" EAST 188.72 FEET TO THE POINT OF TERMINUS.

[Graphic depiction shown on the following page.]

