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DOC # 20210050361

Easements Page 1 of 7
Gary Christensen Washington County Recorder
07/28/2021 12:36:18 PM Fee \$ 40.00
By ROCKY MOUNTAIN POWER



REV05042015

Return to:
Rocky Mountain Power
Ruston Jenson/Lisa Louder
455 N Old Hwy 91
Hurricane, UT 84737

Project Name: Black Desert Resort Temp Power
WO#: 6991222
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Enlaw LLC** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 2,940 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 **Washington County**, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A, B** attached hereto and by this reference made a part hereof:

Legal Description: See Exhibit B

Assessor Parcel No.

I-6-2-4-12612

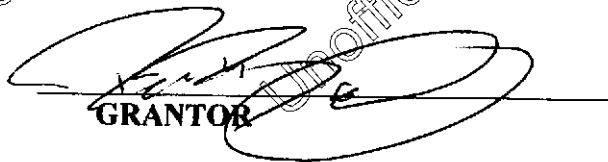
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted, and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, 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 1 day of July, 2021.


GRANTOR

GRANTOR

REV05042015

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Legal Description: See Exhibit B

Assessor Parcel No.

1-6-2-4-12612

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.

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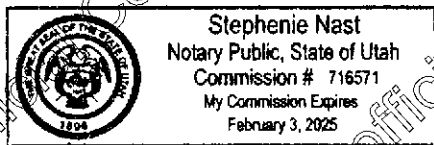
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Washington)

On this 1 day of July, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Paul Bringham (name), known or identified to me to be the _____ (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 BD RMA, 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.

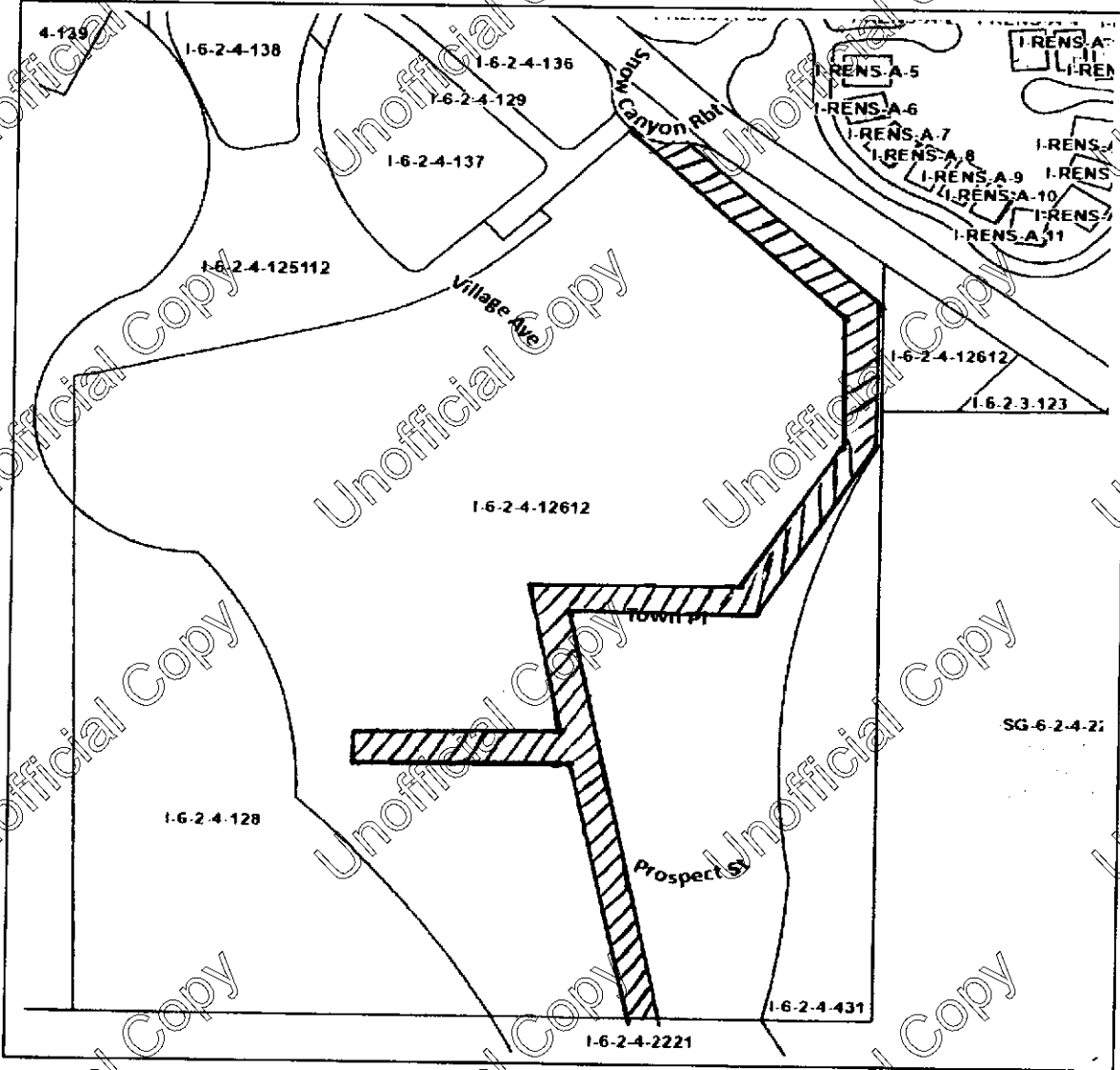


Stephenie Nast (notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: St. George, UT (city, state)
My Commission Expires: 03 February 2025 (d/m/y)

Property Description

Quarter: _____ Quarter: _____ Section: **4** Township **42S** (N or S),
 Range **16W** (E or W), Salt Lake Base and Meridian
 County: **Washington** State: **Utah**
 Parcel Number: **I-6-2-4-12612**



 Easement Area

CC#: 11391 WO#: 6991222

Landowner Name: Enlaw LLC

Drawn by: RMP

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: NTS

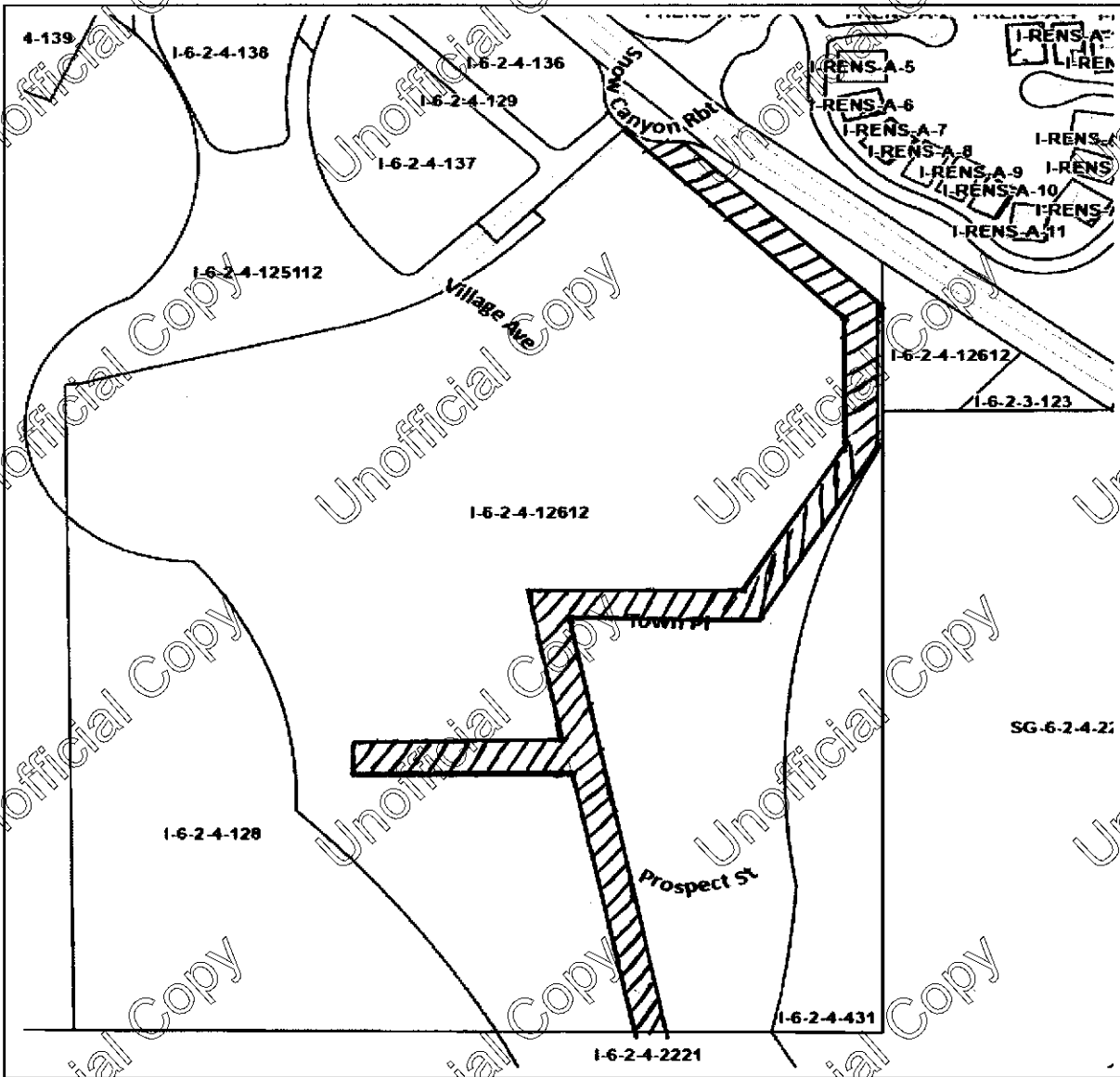
Property Description

Quarter: _____ Quarter: _____ Section: **4** Township **42S** (N or S),
Range **16W** (E or W), Salt Lake Base and Meridian

County: **Washington**

State: **Utah**

Parcel Number: **I-6-2-4-12612**



Easement Area

CC#: 11391 WO#: 6991222

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EXHIBIT A



SCALE: NTS

Property Description

Legal S: 4 T: 42S R: 16W THAT PORTION OF THE FOLLOWING LEGAL DESCRIPTION LYING WITHIN THE SNOW CANYON PARKWAY ECONOMIC DEVELOPMENT PLAN:
 BEGINNING AT THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 01° 17' 15" WEST 66.40 FEET TO A POINT ON A 1498.67 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 60° 48' 46" EAST); THENCE ALONG THE ARC OF SAID CURVE 980.00 FEET THROUGH A CENTRAL ANGLE OF 37° 27' 59" TO A POINT ON THE ARC OF A 1855.63 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 85° 28' 38" WEST); THENCE ALONG THE ARC OF SAID CURVE 315.26 FEET THROUGH A CENTRAL ANGLE OF 09° 44' 03", MORE OR LESS, TO A POINT ON THE NORTHEAST CORNER OF THE BOUNDARY ADJUSTMENT BETWEEN ST. GEORGE AND THE CITY OF SANTA CLARA, RECORDED AS ENTRY NUMBER 20070036968, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH; THENCE ALONG SAID BOUNDARY ADJUSTMENT THE FOLLOWING THREE (3) COURSES: SOUTH 28° 17' 29" EAST 206.34 FEET; THENCE SOUTH 11° 24' 38" EAST 197.29 FEET; THENCE SOUTH 48° 56' 39" EAST 44.36 FEET; THENCE LEAVING SAID BOUNDARY ADJUSTMENT SOUTH 72° 05' 02" EAST 166.37 FEET; THENCE SOUTH 06° 23' 42" WEST 50.84 FEET; THENCE NORTH 72° 08' 10" WEST 60.27 FEET; THENCE SOUTH 27° 54' 55" WEST 71.02 FEET, MORE OR LESS, TO A POINT ON THE BOUNDARY OF ENTRADA AT SNOW CANYON CHACO BENCH PHASE 2, RECORDED AS ENTRY NUMBER 815565, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH, SAID POINT ALSO BEING ON THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 19° 07' 30" WEST); THENCE COINCIDENT WITH SAID BOUNDARY IN THE FOLLOWING FIVE (5) COURSES: WESTERLY ALONG THE ARC OF SAID CURVE 150.13 FEET THROUGH A CENTRAL ANGLE OF 28° 40' 19" TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 18.78 FEET THROUGH A CENTRAL ANGLE OF 43° 02' 57" TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE; THENCE ALONG THE ARC OF SAID CURVE 124.23 FEET THROUGH A CENTRAL ANGLE OF 142° 21' 08"; THENCE NORTH 78° 51' 01" WEST 174.68 FEET; THENCE SOUTH 55° 30' 38" WEST 81.08 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY NORTH 36° 04' 49" WEST 91.49 FEET TO A POINT ON THE ARC OF A 2045.30 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 77° 11' 59" WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 1110.42 FEET THROUGH A CENTRAL ANGLE OF 31° 06' 24" TO A POINT ON THE ARC OF A 790.92 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS NORTH 86° 48' 03" WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 575.73 FEET THROUGH A CENTRAL ANGLE OF 41° 42' 25"; TO A POINT ON THE ARC OF A 292.10 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 00° 06' 00" EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 816.97 FEET THROUGH A CENTRAL ANGLE OF 160° 15' 00" TO A POINT ON THE ARC OF A 402.24 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS NORTH 43° 24' 15" WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 708.63 FEET THROUGH A CENTRAL ANGLE OF 100° 56' 13"; THENCE SOUTH 25° 27' 55" WEST 215.30 FEET TO A POINT ON THE ARC OF A 457.31 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 23° 24' 32" EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 806.09 FEET THROUGH A CENTRAL ANGLE OF 100° 59' 43", MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SECTIONAL LOT 1, OF SAID SECTION 4; THENCE ALONG SAID LINE SOUTH 88° 46' 57" EAST 225.17 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTIONAL LOT 1; THENCE ALONG THE WEST LINE OF SECTIONAL LOT 1 NORTH 00° 40' 51" EAST 366.58 FEET, MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY LINE OF SNOW CANYON PARKWAY AS RECORDED IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES: SOUTH 43° 53' 13" EAST 1331.96 FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 84.11 FEET THROUGH A CENTRAL ANGLE OF 48° 11' 29" TO THE POINT OF A 110.00 FOOT RADIUS REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 191.86 FEET THROUGH A CENTRAL ANGLE OF 99° 56' 03" TO THE POINT OF A 100.00 FOOT RADIUS REVERSE CURVE; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 75.35 FEET THROUGH A CENTRAL ANGLE OF 43° 10' 21"; THENCE SOUTH 50° 30' 18" EAST 695.11 FEET; THENCE SOUTH 43° 12' 29" WEST 169.49 FEET TO A POINT ON THE CENTER SECTION LINE OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 216 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID CENTER SECTION LINE NORTH 89° 06' 55" WEST 133.42 FEET TO THE POINT OF BEGINNING.
 LESS: BEGINNING AT A POINT BEING NORTH 01° 14' 48" EAST 616.83 FEET ALONG THE SECTION LINE, AND WEST 458.15 FEET FROM THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING SOUTH 44° 20' 04" WEST 332.77 FEET; THENCE NORTH 37° 16' 16" WEST 1247.74 FEET; THENCE NORTH 00° 40' 48" EAST 368.80 FEET; THENCE SOUTH 43° 53' 13" EAST 1331.91 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 48° 11' 23", HAVING A RADIUS OF 100.00 FEET (RADIUS POINT BEARS SOUTH 46° 06' 47" WEST), AND WHOSE CHORD BEARS SOUTH 19° 47' 32" EAST 81.65 FEET; THENCE ALONG THE ARC OF SAID CURVE 84.11 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 49° 58' 06", HAVING A RADIUS OF 110.00 FEET (RADIUS POINT BEARS SOUTH 85° 41' 50" EAST), AND WHOSE CHORD BEARS SOUTH 20° 40' 53" EAST 92.92 FEET; THENCE ALONG THE ARC OF SAID CURVE 95.93 FEET TO THE POINT OF BEGINNING.

WO#: 6991222
 Landowner Name: Enlaw LLC
 CC #: 11391
 Drawn By: RMP

SCALE: NTS	SHEET	OF
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EXHIBIT B

