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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/13/2017 11:23 AM
FEE \$21.00 Pgs: 4
DEP RT REC'D FOR Rocky mountain pow
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Return to:
Rocky Mountain Power
Lisa Louder/Jon Pantke-Dallas Sawyer
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Fort Lane Village
WO#: 6306332
RW#:

11-794-0001, 0009 + part
0005, 0006, 0008, 0012 ✓

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Fort Lane Village, L.C., 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 10 feet in width and 725 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 a portion the real property of Grantor in **Davis County, State of Utah** which real property is more particularly described as follows and which easement area more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OR SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LAYTON CITY, DAVIS COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 177.35 FEET SOUTH 89°27'20" EAST AND 392.34 FEET SOUTH 00°47'13" WEST FROM THE DAVIS COUNTY SURVEY MONUMENT FOUND MARKING THE NORTH QUARTER CORNER OF SAID SECTION 28 (THE BASIS OF BEARINGS IS SOUTH 89°27'20" EAST 2637.52 FEET MEASURED BETWEEN THE DAVIS COUNTY SURVEY MONUMENTS FOUND MARKING THE NORTHWEST CORNER AND NORTH QUARTER CORNER OF SAID SECTION 28), AND RUNNING THENCE SOUTH 00°47'13" WEST 326.04 FEET; THENCE NORTH 89°11'07" WEST 79.88 FEET; THENCE SOUTH 00°47'13" WEST 252.16 FEET; THENCE SOUTH 89°20'20" EAST 84.77 FEET; THENCE SOUTH 20°58'32" WEST 165.27 FEET; THENCE NORTH 89°12'47" WEST 378.03 FEET TO THE EASTERLY BOUNDARY OF INTERSTATE 15, PROJ. NO. S-15-8(211)332 (PARCEL NO. 15-8:68:A, WARRANTY DEED, ENTRY NO. 2497004); THENCE NORTH 16°36'49" WEST 296.99 FEET ALONG SAID LINE TO A POINT OF CURVATURE WITH A 1100.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 367.73 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°09'14" (CHORD BEARS NORTH 26°11'26" WEST 366.02 FEET); THENCE NORTH 46°52'45" EAST 200.83 TO A POINT ON A 165.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 72.75 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°15'42" (CHORD BEARS SOUTH 76°34'56" EAST 72.16 FEET); THENCE SOUTH 89°12'47" EAST 469.93 FEET TO THE POINT OF BEGINNING.

Assessor Parcel No. 11-794-~~0005~~

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 parking area, driveway, landscaping and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Upon completion of construction, Grantee shall be responsible for clearing all debris and construction material from Grantor's property and restoring Grantor's landscaping to its original condition. Original condition being defined as the condition of Grantor's landscaping as existed prior to commencement of any construction and/or prior to any disturbance of the property by Grantee. Grantee shall complete all of its restoration activities within a reasonable time after completion of construction not to exceed sixty (60) days.

Each party will defend and indemnify and hold harmless the other party from and against liability, damage, loss, costs, and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party or by its agents, employees and assigns, unless such injury or damage resulted from the sole negligence of the other party.

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 20 day of June, 2017

Fort Lane Village, L.C. GRANTOR

By: K. Sburn

Its: Kevin Gurn

Title: Manager

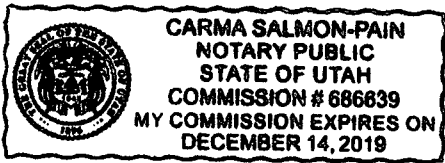
STATE OF Utah)
) ss.
County of Layton)

On this 20 day of June, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Kevin Sburn (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 Fort Lane Village (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.

Carma Salmon-Pain

(notary signature)



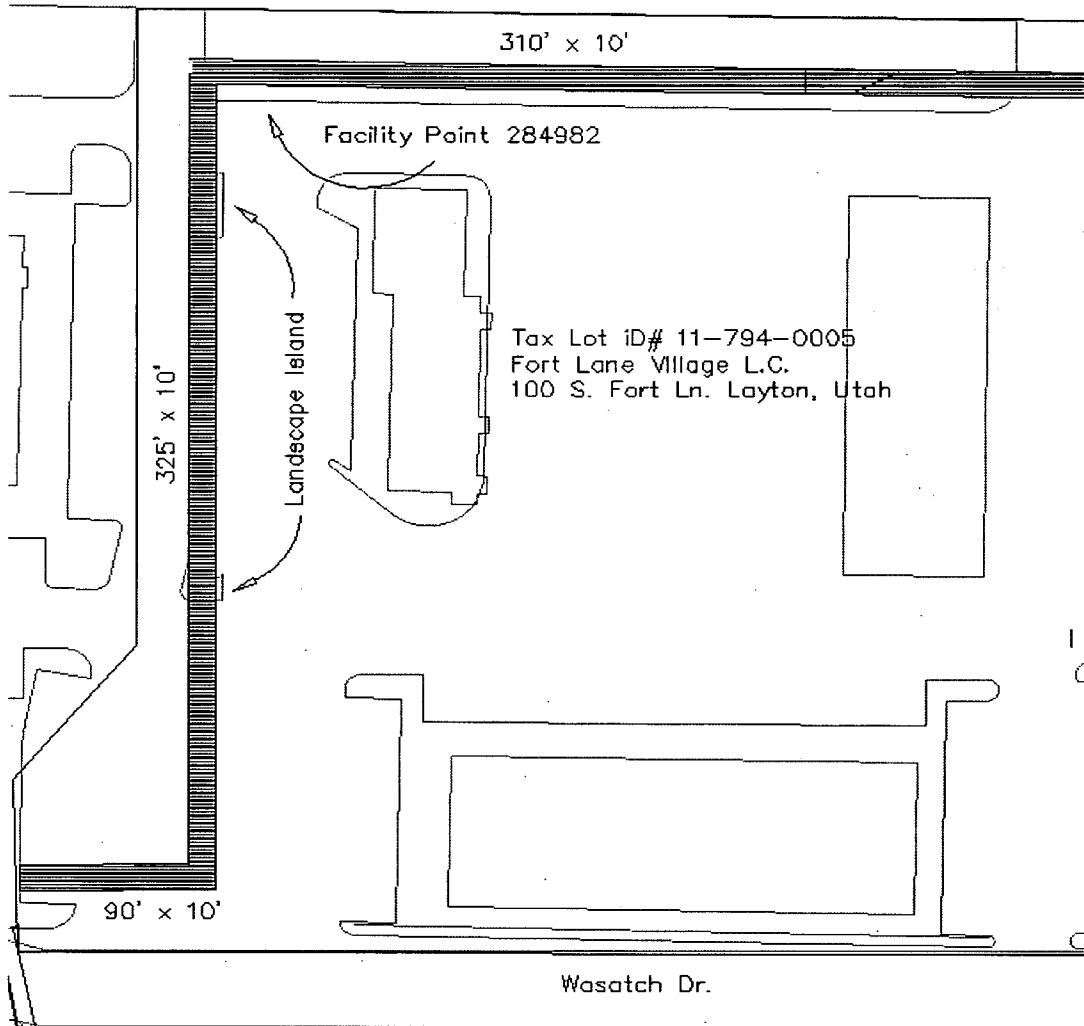
NOTARY PUBLIC FOR Utah (state)
Residing at: Ogden Utah (city, state)
My Commission Expires: 12-14-2019 (d/m/y)

Property Description

Quarter: NW 1/4 Quarter: NE 1/4 Section: 28 Township: 4n Range: 1w
Salt Lake Meridian
County: Davis State: Utah
Parcel Number: 11-794-0005



GENTILE ST



CC#:11456 WO#: 6306332

Landowner Name: Fort Lane L.C.

Drawn by: Jon Pantke/Dallas Sawyer

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: Not to Scale