

E 3032280 B 6806 P 156-159
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/13/2017 11:23 AM
FEE \$16.00 Post 4
DEP RT REC'D FOR Rocky mountain power

16
4

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

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

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 125 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 is more particularly described and/or shown on Exhibit **A** attached hereto and by this reference made a part hereof:

Legal Description:

PARCEL 4-C: BEING A PORTION OF PARCEL 4, FORT LANE VILLAGE AMD SUB, ALSO BEING LOC IN THE NE 1/4 OF SEC 28-T4N-R1W, SLB&M, MORE PARTLY DESC AS FOLLOWS: BEG AT THE SW COR OF PARCEL 4, OF THE FORT LANE VILLAGE AMD SUB PLAT, SD PT BEING S 0°32'40" W 73.00 FT TO THE S R/W LINE OF GENTILE STR AS SHOWN ON THE FORT LANE VILLAGE AMD PLAT RECORDED AT BK 6568 PG 338; & S 89°27'20" E 76.45 FT ALG THE SD R/W LINE; TH LEAVING SD R/W S 0°32'40" W 337.92 FT FR THE N 1/4 COR OF SD SEC 28; & RUN TH S 89°12'47" E 99.16 FT; TH S 0°47'13" W 31.00 FT; TH S 89°12'47" E 45.53 FT; TH N 0°32'59" E 154.75 FT; TH N 89°27'20" W 144.57 FT; TH S 0°32'40" W 123.14 FT TO THE POB. CONT. 0.44 ACRES

Assessor Parcel No. 11-794-0012 ✓

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. S. Garn

Its:

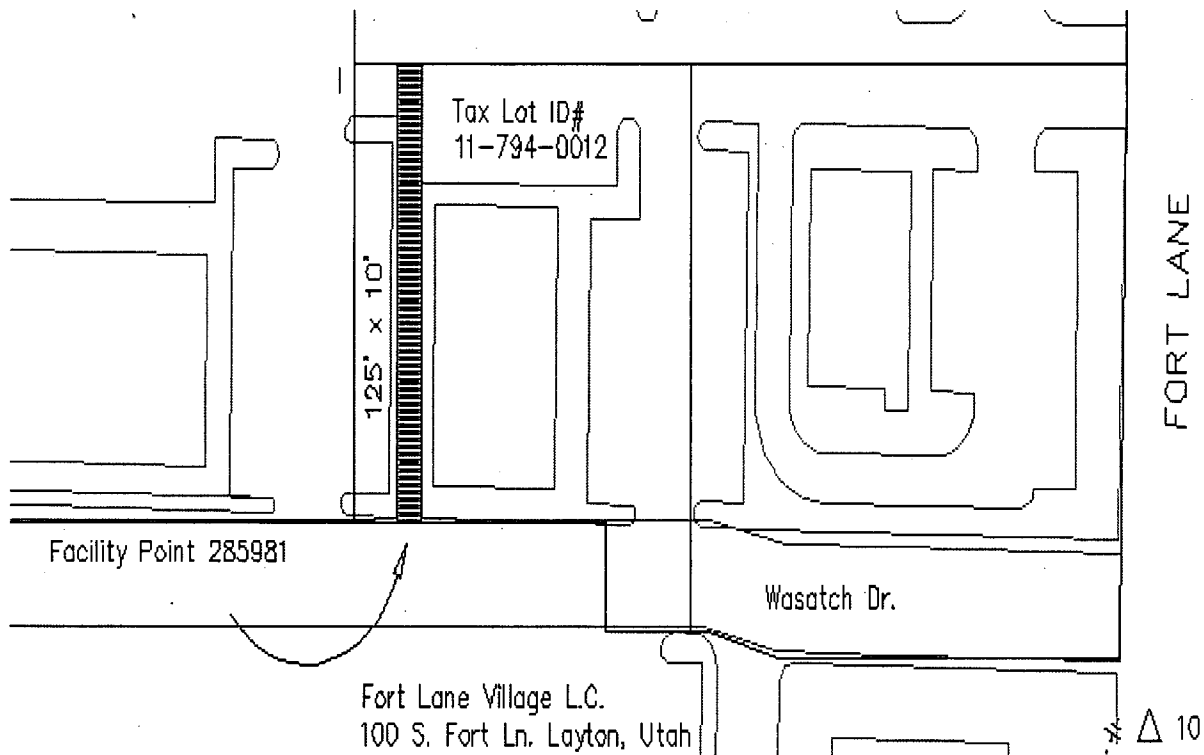
Kevin S Garn

Title:

Manager

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: 11-794-0012



CC#: 11456 WO#: 6306332
Landowner Name: Fort Lane Village 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