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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/11/2022 10:56:00 AM
FEE \$40.00 Pgs: 8
DEP eCASH REC'D FOR COTTONWOOD TITLE INS AC

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

Project Name: One West Construction
WO#: 8102074
RW#:
150423 - M C C

AMENDED AND RESTATED UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Woods Cross School Development, 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 200 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 **Davis County, State of Utah** more particularly described as follows (“Grantor’s Parcel”) and as the easement is more particularly described and/or shown on Exhibit(s) **A and B** attached hereto and by this reference made a part hereof:

Legal Description of Grantor’s Parcel:

Lot 4, **WOODS CROSS INDUSTRIAL PARK**, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah on January 28, 2009 as Entry No. 2419323 in Book 4701 at Page 2930.

LESS AND EXCEPTING the following:

Commencing at the Northeast corner of Lot 13 in the Meadow Crossing Subdivision Plat V in the Northeast Corner of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian and running thence East 22.27 feet to the Westerly right-of-way line of 1200 West Street; thence South 0°04'50" West along said right-of-way line 80.55 feet; thence South 89°59'35" West 15.77 feet; thence North 0°07'00" West 77.62 feet along the Easterly line of Lot 13; thence North 65°02'01" West 6.94 feet to the point of beginning.

ALSO LESS AND EXCEPTING the following:

Commencing at the Southeast corner of Lot 14 in the Meadow Crossing Subdivision Plat V, Davis County Records, located in the Northeast corner of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence East 22.27 feet to the Westerly right of way line of 1200 West Street; thence along said right of way line North 0°04'50" East 40.72 feet; thence South 89°58'00" West along the most Northerly line of Lot 4 in the Woods Cross Industrial Park, Davis County Records, 22.41 feet; thence South 0°07'00" East along the Easterly boundary line of Lot 14, 40.71 feet to the point of beginning.

Assessor Parcel No. 06-313-0019

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.

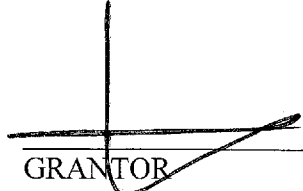
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted. Grantor hereby reserves the right to relocate the boundaries of the right of way easement, to a location agreeable by both parties, should it conflict with or encroach upon the improvements proposed for the construction of the Legacy Preparatory Academy building. Relocation will be at the sole expense of Grantor. 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.

This Amended and Restated Underground Right of Way Easement amends and restates in its entirety that certain Underground Right of Way Easement Recorded February 15, 2022 in the Official Records of the County Recorder of Davis County, Utah as Entry No. 3457194, in Book 7947 at Page 920.

[Signatures on following page]

Dated this 10th day of March, 2022.



GRANTOR
Jed Stevenson, Manager
Woods Cross School Development, LLC

GRANTEE

GRANTOR NOTARY BLOCK

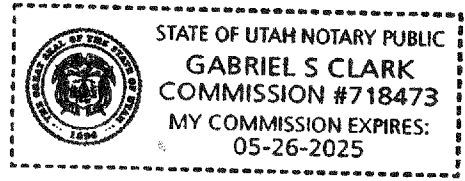
STATE OF UTAH)
) ss.
County of Davis)

On this 10th day of March, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Ted Stevenson (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 Woods Cross School Development, 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.

Ted Stevenson

(notary signature)
NOTARY PUBLIC FOR Utah (state)
Residing at: Hooper, UT (city, state)
My Commission Expires: 5/26/25 (d/m/y)



Dated this 10 day of March, 2022.

GRANTOR

GRANTEE

Jeff Shepherd, Authorized Agent
PacifiCorp

GRANTEE NOTARY BLOCK

STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 10th day of March, 20 22, before me, the undersigned Notary Public in and for said State, personally appeared Jeff Shepherd (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 Pacifi Corp (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.

(notary signature)

NOTARY PUBLIC FOR UTAH (state)

Residing at: Layton, UT (city, state)

My Commission Expires: 2-2-2024 (d/m/y)

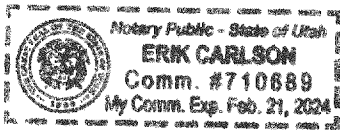


EXHIBIT A

Legal description of the easement area

Part of Lot 4, Woods Cross Industrial Park, as recorded with the Davis County Recorder, also being a part of the Northeast Quarter of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey

Beginning at a point which is 24.86 feet due East from the Westerly corner of said Lot 4, said point being 1126.75 South $0^{\circ}10'10''$ East along the Quarter section line and 1238.41 feet North $89^{\circ}49'50''$ East from the North Quarter corner of said Section 35; running thence North $0^{\circ}37'42''$ West 69.41 feet; thence North $22^{\circ}30'00''$ West 16.54 feet; thence due North 76.44 feet; thence due East 34.30 feet; thence due South 10.00 feet; thence due West 24.30 feet; thence due South 64.45 feet; thence South $22^{\circ}30'00''$ East 16.48 feet; thence South $0^{\circ}37'42''$ East 71.45 feet to the Lot line; thence due West 10.00 feet along said Lot line to the point of beginning.

Contains: 1,867 square feet

