

REV05042015

Return to:

Rocky Mountain Power

Jim Knight

780 N. Main

Smithfield, UT 84335

Ent 1160916 Bk 1927 Pg 1161

Date: 22-Nov-2016 01:37 PM Fee \$16.00

Cache County, UT

Michael Gleed, Rec. - Filed By JA

For ROCKY MOUNTAIN POWER

Project Name: UT1 College Ward

WO#: 6147379

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **D&S Smerchek Real Estate, LLC**, 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 **12** feet in width and **1374'** 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 **Cache County**, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal Description: A 12 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED SOUTH 00°26'23" EAST 2200.33 FEET ALONG SECTION LINE AND EAST 911.18 FEET FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE PARALLEL TO AND SIX FEET PERPENDICULARLY DISTANT FROM THE VERIZON WIRELESS LEASE AREA THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 66°24'59" WEST 46.00 FEET; (2) THENCE NORTH 23°35'01" EAST 22.50 FEET; THENCE NORTH 61°24'59" WEST 429.90 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 89°33'37" WEST 171.62 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 89°33'37" WEST 269.78 FEET; THENCE NORTH 65°45'00" WEST 39.86 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF 800 WEST STREET; THENCE RETURNING SOUTH 65°45'00" EAST 39.86 FEET; THENCE SOUTH 89°33'37" WEST 36.22 FEET, MORE OR LESS, TO EAST RIGHT-OF-WAY LINE OF 800 WEST STREET AND TERMINATING.

AND BEGINNING AT THE AFOREMENTIONED POINT "B"; THENCE SOUTH 00°26'23" EAST 167.17 FEET TO THE POINT OF TERMINUS.

AND BEGINNING AT THE AFOREMENTIONED POINT "B"; THENCE NORTH 00°26'23" WEST 19.51 FEET; THENCE SOUTH 83°57'12" EAST 172.72 FEET TO THE AFOREMENTIONED POINT "A" AND POINT OF TERMINUS.

CONTAINS: 0.356 ACRES, MORE OR LESS, (AS DESCRIBED).

Assessor Parcel No.

03-019-0003


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 10th day of November, 2016.



Dan Smerchek GRANTOR

(Insert Grantor Name Here) GRANTOR

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Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Kansas)
) ss.
County of Marshall)

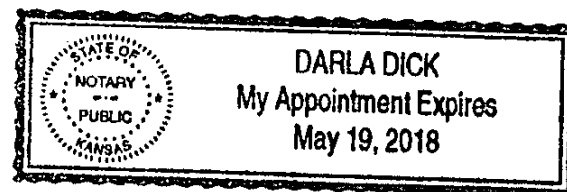
On this 10 day of November, 20 16, before me, the undersigned Notary Public in and for said State, personally appeared Dan Smerchek (name), known or identified to me to be the _____ (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager) member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of _____ (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.

Darla Dick

(notary signature)

NOTARY PUBLIC FOR Kansas (state)
Residing at: Waterville, KS (city, state)
My Commission Expires: 5-19-18 (d/m/y)



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Property Description

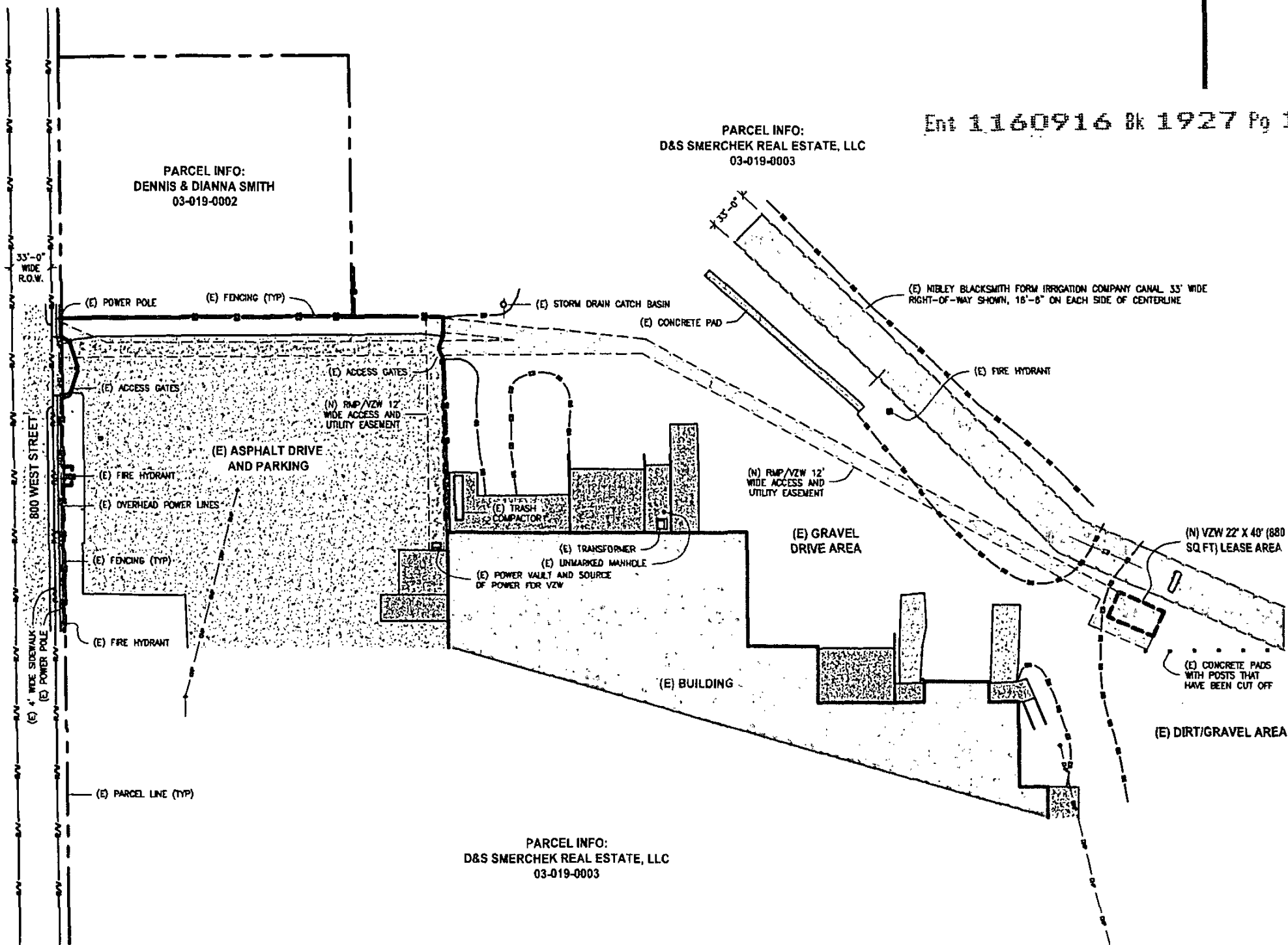
Quarter: NW Section: 21 Township: 11N Range: 1E

County: Cache State: Utah

Parcel Number: 03-019-0003



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CC#: WO#:

Landowner Name: D&S Smerchek Real

Estate, LLC

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: