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16/4

2764681  
BK 5846 PG 796

E 2764681 B 5846 P 796-799  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/05/2013 03:02 PM  
FEE \$16.00 Pes: 4  
DEP RT REC'D FOR ROCKY MOUNTAIN POW  
ER

REV101512

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

Project Name: Hills at Renaissance  
Tract No.:  
WO#: 5734011  
RW#:

**UNDERGROUND RIGHT OF WAY EASEMENTS**

For value received, **THE HILLS AT RENAISSANCE APARTMENTS, LLC**, a Utah limited liability company, ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), non-exclusive easements for rights of way 10 feet in width, 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 related thereto, at the locations depicted on Exhibit A-1 hereto, on, across, or under the surface of the real property of Grantor in **Davis** County, State of **Utah** more particularly described and/or shown on Exhibit **A** attached hereto and by this reference made a part hereof, which easements are located on property located in Davis County, State of Utah and more particularly described as follows:

Legal Description:

All of Lot 1, WOODLAND GARDENS SUBDIVISION PLAT "C", according to the Official Plat thereof on file and of record in the Office of the Davis County Recorder.

Assessor Parcel No.                    03-255-0001

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 such easements have 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 unreasonably 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 access roads, landscaping, agricultural crops and other purposes not inconsistent, as reasonably determined by Grantee, with the purposes for which this easement has been granted. The power line shall be buried to a depth of not less than 40 inches below the surface of the soil.

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 23rd day of August \_\_\_\_\_, 2013.

**THE HILLS AT RENAISSANCE APARTMENTS,  
LLC, a Utah limited liability company**

By:   
Name: Jed B. Millburn  
Title: Manager

**Acknowledgment by a Corporation, LLC, or Partnership:**

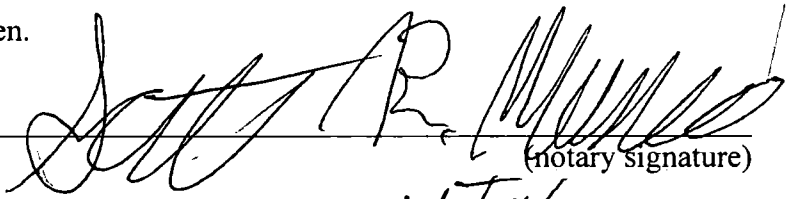
STATE OF UTAH)

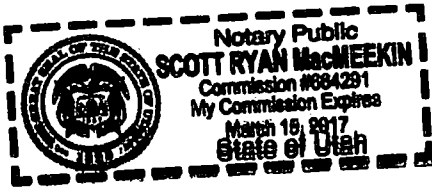
) ss.

County of Salt Lake )

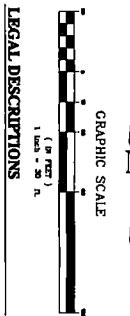
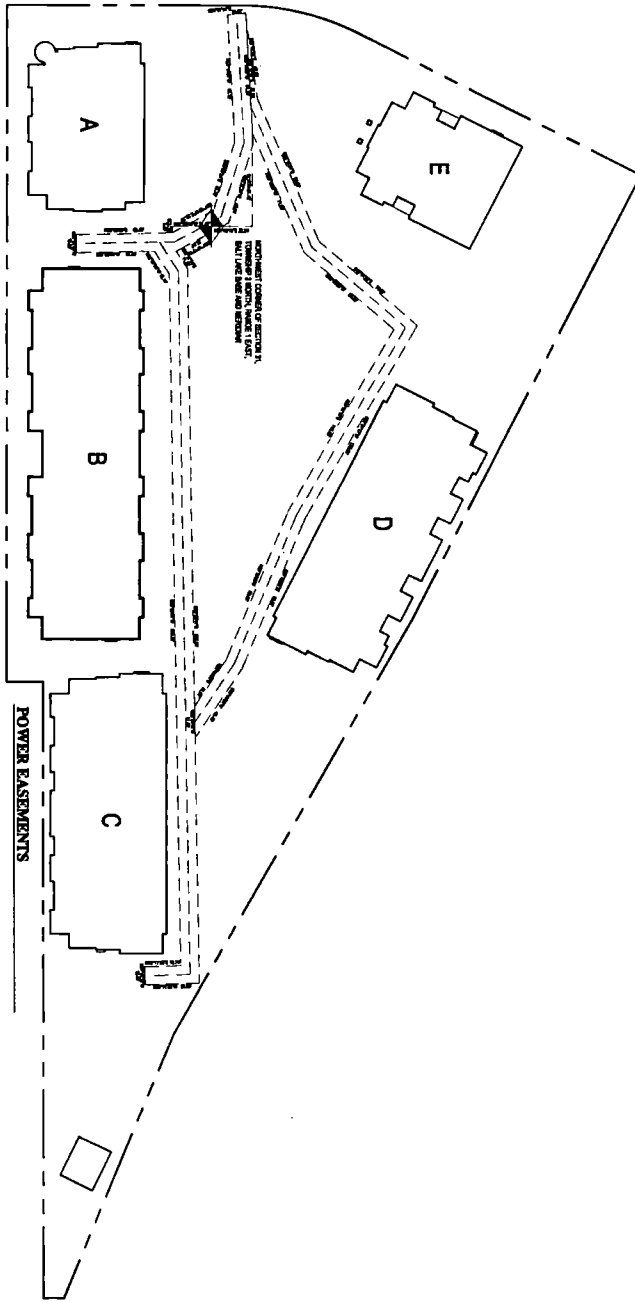
On this 23<sup>rd</sup> day of August, 2013, before me, the undersigned Notary Public in and for said State, personally appeared Jed B. Millburn, known or identified to me to be the Manager of **THE HILLS AT RENAISSANCE APARTMENTS, LLC**, a Utah limited liability company, and acknowledged to me that 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: MURRAY, UT (city, state)  
My Commission Expires: 15/03/2017 (d/m/y)



**LEGAL DESCRIPTIONS**

1/9 POWER EASEMENT EAST BEGINNING AT A POINT WHICH IS NORTH 89°31'5" EAST 22.66 FEET AND NORTH 61.42 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND 31 FEET; THENCE SOUTH 07°30'1" EAST 42.83 FEET; THENCE SOUTH 23°19'21" EAST 86.28 FEET; THENCE SOUTH 49°04'28" EAST 70.97 FEET; THENCE SOUTH 29°51'19" WEST 124.82 FEET; THENCE SOUTH 27°29'58" WEST 124.82 FEET; THENCE NORTH 07°44'11" WEST 17.28 FEET; THENCE NORTH 37°44'57" EAST 31.01 FEET; THENCE NORTH 27°29'58" EAST 80.03 FEET; THENCE NORTH 29°51'19" EAST 118.03 FEET; THENCE NORTH 49°04'28" WEST 80.03 FEET; THENCE NORTH 23°19'21" WEST 71.89 FEET TO THE POINT OF BEGINNING.

1/9 POWER EASEMENT WEST BEGINNING AT A POINT WHICH IS SOUTH 89°31'5" WEST 21.40 FEET AND SOUTH 54.62 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND 31 FEET; THENCE NORTH 18°57'34" EAST 33.78 FEET; THENCE NORTH 02°49'47" WEST 71.13 FEET; THENCE NORTH 07°44'11" WEST 71.13 FEET; THENCE SOUTH 07°44'11" WEST 44.64 FEET; THENCE SOUTH 01°19'17" WEST 32.81 FEET; THENCE SOUTH 27°29'58" EAST 11.27 FEET; THENCE SOUTH 07°30'1" EAST 38.80 FEET; THENCE SOUTH 07°30'1" WEST 28.29 FEET; THENCE NORTH 07°30'1" EAST 18.74 FEET; THENCE NORTH 07°30'1" WEST 38.22 FEET; THENCE NORTH 32°37'34" WEST 18.14 FEET; THENCE SOUTH 89°31'5" WEST 42.84 FEET; THENCE NORTH 07°30'1" WEST 10.00 FEET; THENCE NORTH 89°31'5" EAST 12.00 FEET TO THE POINT OF BEGINNING.

NOTE: THIS DRAWING SHOULD BE USED ONLY AS REPRESENTATION OF THE LOCATION OF THE EASEMENTS. THE LOCATION OF ALL STRUCTURES, LINES AND SPACINGS IS SUBJECT TO CHANGE WITHIN BOUNDARIES OF THE DESCRIBED EASEMENT AREA.

PROPERTY AND EASEMENTS LOCATED IN THE NORTHWEST CORNER OF SECTION 31 AND THE SOUTHWEST CORNER OF SECTION 36 AND THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, ALSO THE SOUTHWEST CORNER OF SECTION 31 AND THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE COUNTY, UTAH.

DAVIS COUNTY, UTAH

LOT 1 OF 1000 AND CARBON SUBDIVISION, SALT LAKE COUNTY, UTAH

LOT 1, PART 3 OF 2000 AND CARBON SUBDIVISION, SALT LAKE COUNTY, UTAH

EXHIBIT  
REVISED AUGUST 21, 2013  
FILED IN 2013-033  
DATE JULY 15, 2013  
SHEET NO.  
1 OF 1

EXHIBIT SHEET  
467 W 1875 S  
WOODS CROSS, UT 84010  
FOR THE HILLS AT RENAISSANCE

**BROMAC**  
Land Surveying and Engineering

5141 South 800 East 8200  
Salt Lake City, Utah 84117  
Phone (801) 585-9216 email BROMAC@GMAIL.COM