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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/26/2013 04:09 PM
FEE \$16.00 Pgs: 4
DEP RT REC'D FOR ROCKY MOUNTAIN PO
WER

REV101512

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

Project Name: Alpha Power
Tract No.: 063540001
WO#: 5787683
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Enterprise Systems LLC ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 191 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 and as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof:

Legal Description:

Beginning at a point S00°11'29"W 8.91 feet from the Northeast corner of Lot 1, Cannonwood Industrial Park Plat F Amended, A portion of land located in the East Half of Section 34, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Woods Cross City, Utah and running thence S86°05'06"W 47.79 feet; thence S09°44'33"E 90.05 feet; thence S05°29'26"W 52.71 feet to the point of terminus.

Assessor Parcel No. 063540001

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.

Jury Waiver. 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 16 day of October, 2013.


(Insert Grantor Name Here) GRANTOR

(Insert Grantor Name Here) GRANTOR

~~** (CHOOSE APPROPRIATE ACKNOWLEDGEMENT AND DELETE THE OTHER) *****~~

~~Acknowledgement by an Individual Acting on His Own Behalf:~~

~~STATE OF _____)
) ss.
County of _____)~~

~~On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____ (name), known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) 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)~~

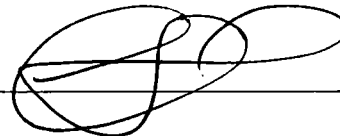
~~NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)~~

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)
) ss.
County of DAVIS)

On this 16 day of OCTOBER, 2013, before me, the undersigned Notary Public in and for said State, personally appeared JEFF W. PACK (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 said entity, 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: BOUNTIFUL, UTAH (city, state)
My Commission Expires: 05/12/2016 (d/m/y)

Acknowledgment by Trustee, or Other Official or Representative Capacity:

STATE OF _____)
) ss.
County of _____)

On this ___ day of _____, 20___, before me, the undersigned Notary Public in and for said State, personally appeared _____ (representative's name), known or identified to me to be the person whose name is subscribed as _____ (title/capacity in which instrument is executed) of _____ and acknowledged to me that (he/she/they) executed the same.

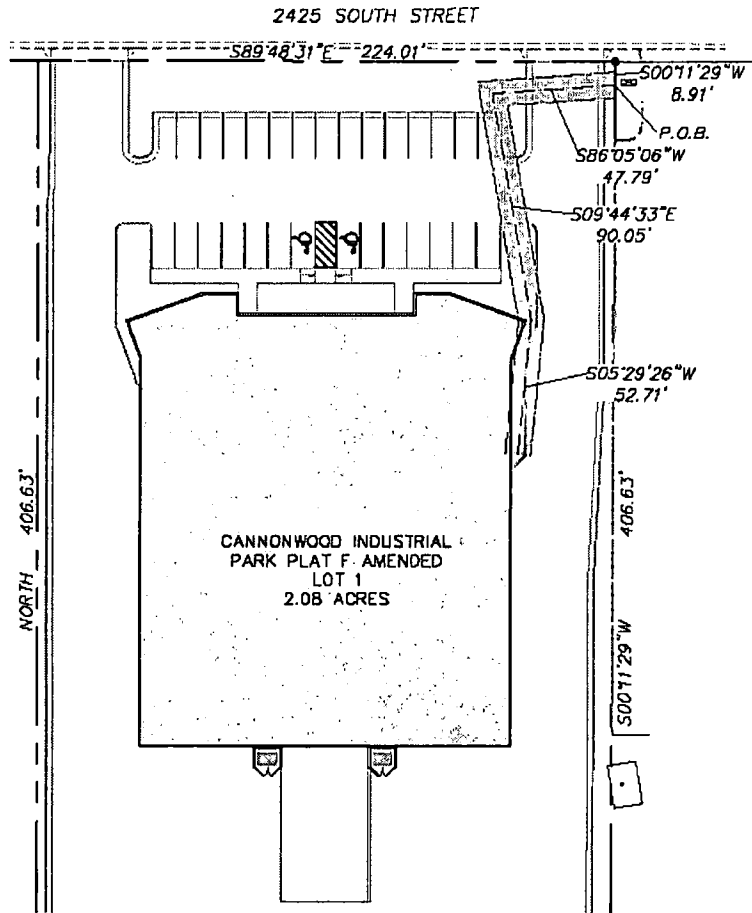
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

Property Description

Half: E Section: 34 Township 2N, Range 1W, SLB&M
County: DAVIS COUNTY State: UTAH
Parcel Number: 063540001



CC#: 11441 WO#: 005787683
Landowner Name:
Drawn by:

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: NTS