

16/4

REV05042015

Return to:
Rocky Mountain Power
Harvey McComb
635 N. 1200 W.
Layton, UT 84041

E 2937292 B 6512 P 103-106
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/09/2016 10:20 AM
FEE \$16.00 Pas: 4
DEP RT REC'D FOR ROCKY MOUNTAIN PO
WER

Project Name: SAL Clearfield
WO#: 6144044
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Stein Ericksen Family Partnership, LLLP, a Colorado limited liability limited partnership** ("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 **48** 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: A 10 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AN EXISTING POWER POLE, SAID POINT BEING LOCATED SOUTH 00°01'34" WEST 657.97 FEET ALONG SECTION LINE AND EAST 148.48 FEET FROM THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 16°02'26" EAST 47.36 FEET, MORE OR LESS, TO THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA AND TERMINATING.

CONTAINS: 0.011 ACRES, MORE OR LESS, (AS DESCRIBED).

Assessor Parcel No. **14-094-0024** pt

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 18th day of April, 2016.



Stein Eriksen Family Partnership, LLLP
GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)
) ss.
County of WASATCH)

On this 18 day of April, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Bjorn Eriksen, known or identified to me to be the Managing Member 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 Stein Eriksen Family Partnership, LLLP, 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.

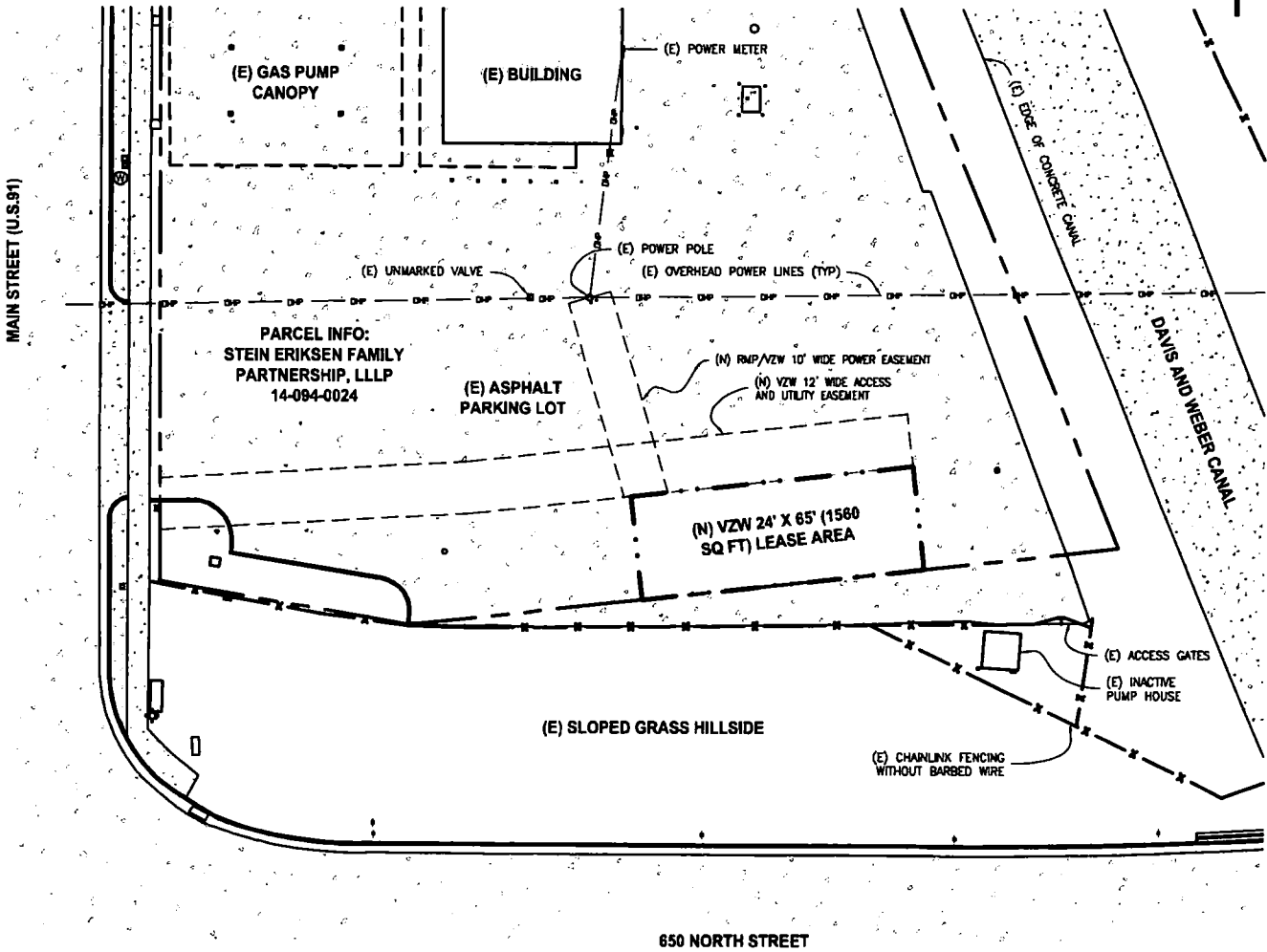
D. Thurgood
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake County (city, state)
My Commission Expires: Feb 20, 2018 (d/m/y)

Property Description

Quarter: SW Section: 36 Township: 5N Range: 2W
County: Davis State: Utah
Parcel Number: 14-094-0024



CC#: WO#:
Landowner Name: Stein Ericksen Family
Partnership

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: _____