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REV05042015

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

Project Name: CLN11 SHAW DANCE STUDIO 916 W 1800 N
WO#: 6328946
RW#:

Flag Easement POB

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Jana Shaw, LLC of Clinton, County of Davis, State of Utah** ("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 185 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 A attached hereto and by this reference made a part hereof:

Legal Description:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 1800 NORTH STREET IN CLINTON, DAVIS COUNTY, UTAH, WHICH LIES SOUTH 89°56'08" EAST, 655.86 FEET AND NORTH 00°03'52" EAST, 42.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 26 THENCE ALONG SAID RIGHT OF WAY NORTH 89°56'08" WEST 222.78 FEET; THENCE WITH A 16.00 FOOT RADIUS CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.63 FEET, WHOSE CHORD BEARS NORTH 44°59'59" WEST, 21.19 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 925 WEST STREET; THENCE NORTH 00°03'60" WEST, 185.04 FEET TO THE SOUTHWEST CORNER OF LOT 58, KALI ESTATES NO. 2 SUBDIVISION; THENCE SOUTH SOUTH 89°58'08" EAST, 238.21 FEET TO THE SOUTHEAST CORNER OF LOT 56 OF SAID SUBDIVISION; THENCE SOUTH 00°03'59" WEST, 200.00 FEET TO THE POINT OF BEGINNING.

Assessor Parcel No. 13-076-0102 ✓


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 22 day of June, 2017

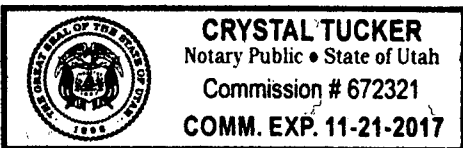



GRANTOR

STATE OF Utah)
County of Weber) ss.

On this 22nd day of June, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Jana Shaw (name), known or identified to me to be the President (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 Shaw Dance Studio (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.

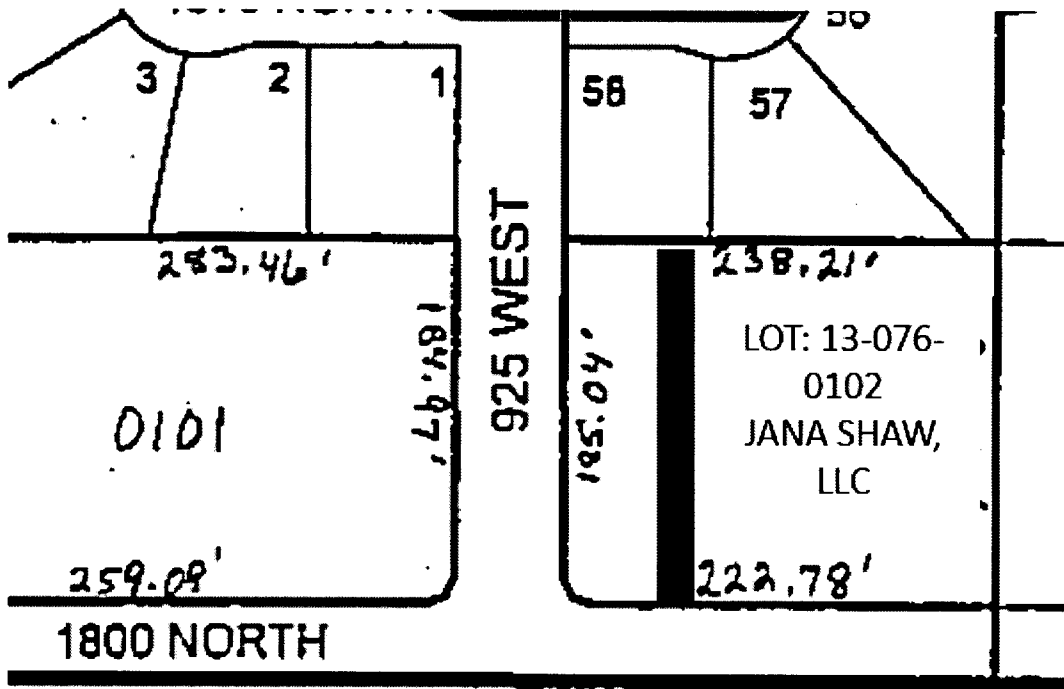




(notary signature)
NOTARY PUBLIC FOR Utah (state)
Residing at: Weber, VT (city, state)
My Commission Expires: 11/21/2017 (d/m/y)

Property Description

Quarter: NW Section: 26 Township: 5N Range: 2W
Salt Lake Base & Meridian
County: Davis State: Utah
Parcel Number: 13-076-0102



CC#: 11456 WO#: 6328946

Landowner Name: JANA SHAW, LLC

Drawn by: IBARKER 15486

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: NOT TO