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4

REV05042015

Return to:

Rocky Mountain Power

~~Lisa Louder~~ / *Jon Parfke*

1407 West North Temple Ste. 110
Salt Lake City, UT 84116

E 3110910 B 7077 P 119-122

RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

08/14/2018 10:08 AM

FEE \$16.00 Pgs: 4

DEP RT REC'D FOR ROCKY MOUNTAIN POW
ER

Project Name: SAL - Lightning

WO#: *05 2222*

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Leadership Learning Academy, Inc., a Utah non-profit corporation** ("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 5 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 A POINT ON THE SOUTH LINE OF THE VERIZON WIRELESS LEASE AREA, SAID POINT BEING NORTH 00°03'00" EAST 1015.90 FEET ALONG SECTION LINE AND EAST 68.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°05'13" WEST 4.39 FEET, MORE OR LESS, TO THE NORTH LINE OF THE EXISTING TEN FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE WINDSOR SQUARE COMMERCIAL SUBDIVISION PHASE 3 PLAT AND TERMINATING.

CONTAINS: 0.001 ACRES, MORE OR LESS, (AS DESCRIBED).

Assessor Parcel No.

403
09-~~043~~-0301

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.

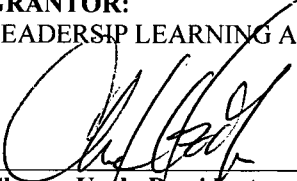
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, 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 23 day of May, 2018.

GRANTOR:
LEADERSHIP LEARNING ACADEMY



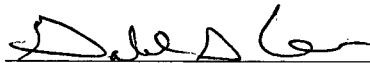
Chuma Uzoh, President
LLA Board of Directors GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Davis)

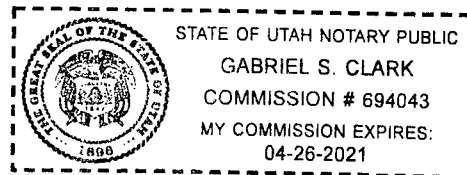
On this 23rd day of May, 20 18, before me, the undersigned Notary Public in and for said State, personally appeared Chuma Uzoh (name), known or identified to me to be the Board (president) vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Leadership Learning Academy (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: Hooper, UT (city, state)
My Commission Expires: 4/26/21 (d/m/y)



Property Description

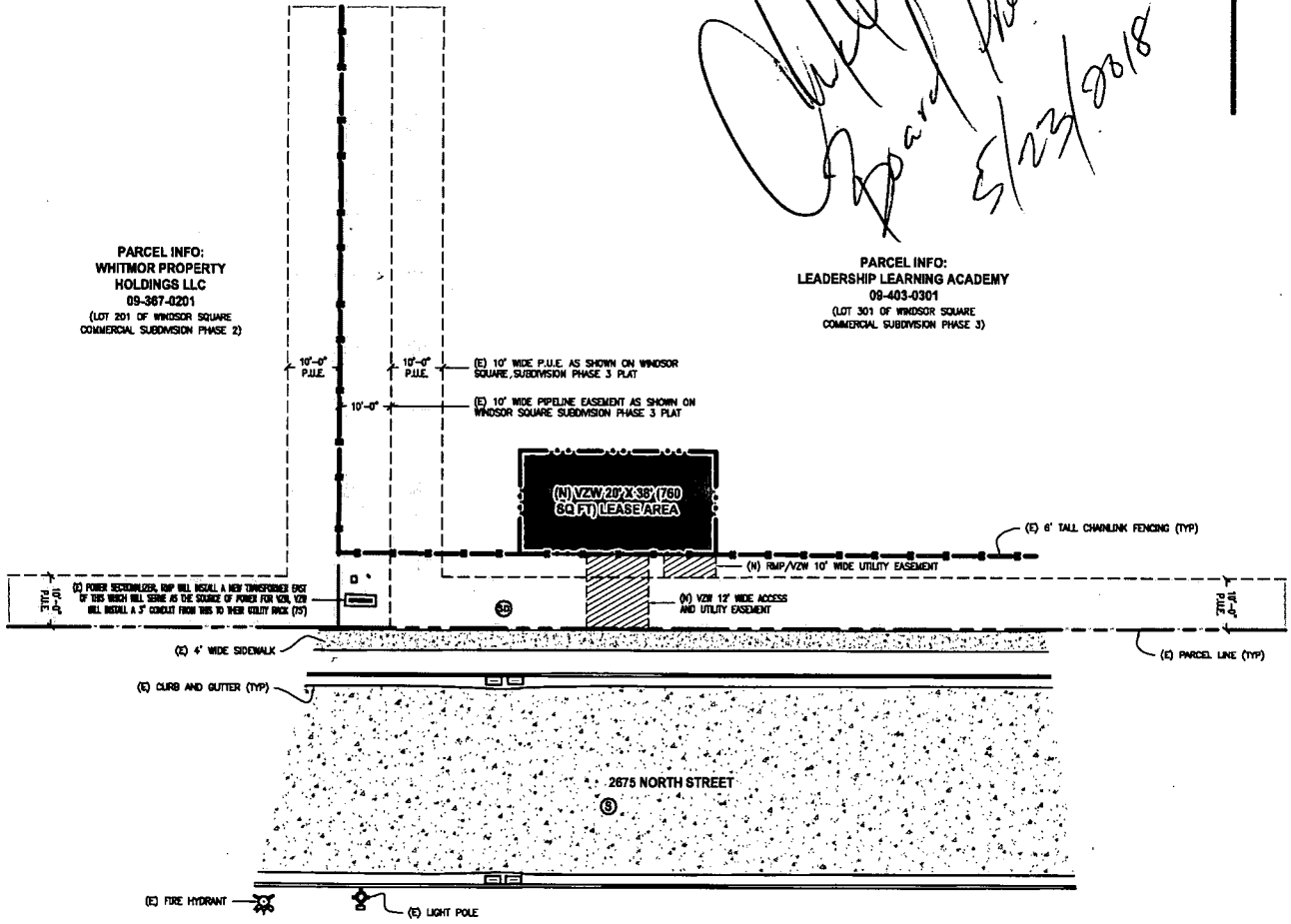
Quarter: NW Section: 9 Township: 4N Range: 1W
County: Davis State: Utah
Parcel Number: 09-403-0301



Handwritten signatures and date:
5/23/2018

PARCEL INFO:
WHITMOR PROPERTY
HOLDINGS LLC
09-367-0201
(LOT 201 OF WINDSOR SQUARE
COMMERCIAL SUBDIVISION PHASE 2)

PARCEL INFO:
LEADERSHIP LEARNING ACADEMY
09-403-0301
(LOT 301 OF WINDSOR SQUARE
COMMERCIAL SUBDIVISION PHASE 3)



CC#: WO#:
Landowner Name: Leadership Learning
Academy, Inc.

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: