

REV05042015
Return to
Rocky Mountain Power
Lisa Louder / Luke Brunson
1407 West North Temple Ste 110
Salt Lake City, UT 84116

E 3229911 B 7458 P 1487-1490
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/27/2020 03:16 PM
FEE \$40.00 Pgs: 4
DEPT REC'D FOR ROCKY MOUNTAIN PO
WER

Project Name CLU11 JF CAPITAL 180S STATE ST CLRFIELD
WO# 6720150
RW#

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **JF Clearfield LLC** ("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 782 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) **Exhibit A** attached hereto and by this reference made a part hereof

Legal Description BEG ON N R/W LINE OF 2ND SOUTH STR AT A PT 275 FT E & 33 FT N FR W 1/4 COR SEC 1-T4N-R2W, SLM, TH E 400 FT, M/L, ALG SD R/W LINE TO HWY, TH N 37°26' W 324 FT, M/L, TO N BNDRY LINE SD PARCEL OF LAND, TH N 89°42' W 206 53 FT, TH S 257 FT, M/L, TO POB CONT 1 78 ACRES

Assessor Parcel No 120010132

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 7th day of February, 2020



Print name and sign here GRANTOR
CHAD BESSINGER, MANAGER

Print name and sign here GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss
County of DAVIS)

On this 7th day of February, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Chad Bessinger (name), known or identified to me to be the MANAGER (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 DF Clearfield, LLC (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

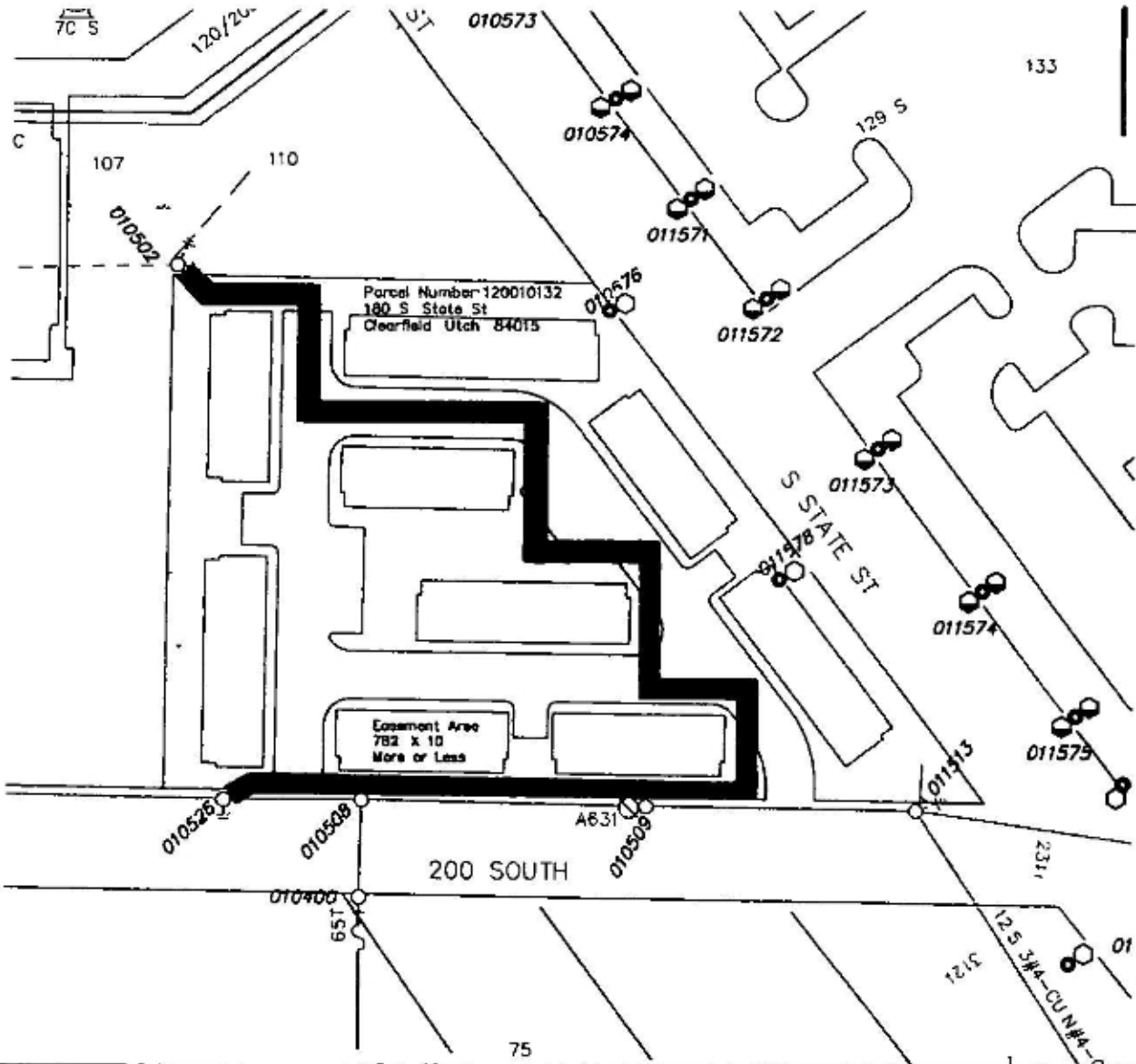
[Signature]
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at Kaysville, Utah (city, state)
My Commission Expires 4.25.20 (d/m/y)

Property Description

Quarter: _____ Quarter: _____ Section: 1 Township 4N (N = S),
Range 2W (E = W), Salt Lake Base Meridian
County: Davis State: Utah
Parcel Number: 120010132



CC# 11456 WO# 6720150

Landowner Name JF Clearfield 110

Drawn by [Signature]

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