

REV051315

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

Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

Project Name: I-15; 1800 North Interchange  
WO#:  
RW#:

Tax ID No. 14-001-0112  
Project No. S-I15-8(157)336  
Pin No. 15682  
Parcel No. I15-8:28:UE

175562.00

### **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **Voyage Academy, a Utah Non-Profit Corporation** ("Grantor"), hereby grants to **ROCKY MOUNTAIN POWER**, an unincorporated division of PacifiCorp, its successors and assigns, ("Grantee"), an easement for a right of way 10.00 feet in width and 395.00 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 the intersection of the westerly boundary line of the entire tract and the northerly project right of way line of SR-37 (1800 North Street), which point is 456.66 feet S.89°59'21"W. along the quarter section line and 78.66 feet N.00°00'39"W. from the Southeast Corner of the Northwest Quarter of said Section 27, which point is also 62.50 feet perpendicularly distant northerly from the control line of said SR-37 (1800 North Street), at Engineer Station 263+51.65; and running thence along said westerly boundary line N.00°00'39"W. (*North per deed*) 10.00 feet; thence S.89°51'26"E. 397.66 feet, more or less, to

the northerly project right of way line of said SR-37 (1800 North Street); thence along said northerly project right of way line the following two (2) courses: (1) S.32°47'05"W. 11.88 feet; (2) N.89°51'26"W. 391.23 feet, more or less, to the point of beginning. The above described easement contains 3,945 square feet or 0.091 acre in area, more or less.

(Note: Rotate above bearings 00°20'31" clockwise to NAD83 equal project bearings.)

Assessor Parcel No. 14-001-0112

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.

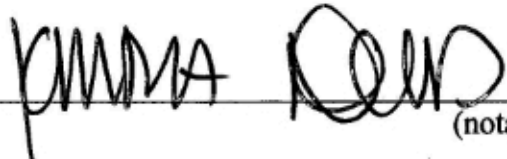
Dated this 4<sup>th</sup> day of October, 2024.

  
Voyage Academy GRANTOR  
Courtney Moore, Board Chair

STATE OF UTAH )  
 ) ss.  
County of DAVIS )

On this 4<sup>th</sup> day of OCTOBER, 2024, before me, the undersigned Notary Public in and for said State, personally appeared COURTNEY MOORE (name), known or identified to me to be the BOARD CHAIR (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 Voyage Academy, a Utah Non-Profit Corporation, 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: DAVIS COUNTY, UT (city, state)  
My Commission Expires: 03-08-2026 (d/m/y)

## BENEFICIARY CONSENT AND SUBORDINATION

The undersigned, as beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing recorded March 29, 2017 as Entry No. 3010880, Book 6732, Page 237 in the Davis County Recorder's Office, hereby consents to the foregoing Underground Right of Way Easement and agrees to subordinate its interest as beneficiary under the said Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to the foregoing easement.

**WITNESS**, the hand of said Grantor, this 12<sup>th</sup> day of September, A.D. 2024.

U.S. Bank Trust Company, National  
Association, successor in interest to U.S.  
Bank National Association

By: [Signature]  
Name: LAUREL BAILEY  
Its: Vice President

STATE OF Utah )  
 ) ss.  
COUNTY OF Davis )

On the date first above written personally appeared before me, Laurel Bailey, who being duly sworn, did say that s/he is the Vice President of U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association and that said instrument was signed in behalf of said company.

[Signature]  
Notary Public

