

Return to:

**Rocky Mountain Power**  
Attn: L. Louder / S. Graff  
1407 W North Temple, Ste. 110  
Salt Lake City, UT 84116

Project Name: Sweetwater Park  
Tract No.: 1  
WO#:

Recorded **MAY 18 2015** Filing No. **87974**  
At **1:13** AM/PM in Book **011** Page **539**  
Fee **24.00** Debra L. Ames Rich County Recorder  
Requested by **Lisa Louder**

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Sweetwater Park Homeowners Association, Inc.** 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, 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 **Rich** County, State of **Utah** more particularly described as follows and by this reference made a part hereof:

All common areas and streets or roads owned and controlled by Grantor in the following subdivisions according to the official plats on record in the office of the County Recorder of Rich County:

Sweetwater Park Subdivision No. 1; Sweetwater Park Subdivision No. 2;  
Sweetwater Park Subdivision No. 3; Sweetwater Park Subdivision No. 4;  
Sweetwater Park Subdivision No. 5; Sweetwater Park Subdivision No. 6;  
Sweetwater Park Subdivision No. 7; Sweetwater Park Subdivision No. 8;  
Sweetwater Park Subdivision No. 9; Sweetwater Park Subdivision No. 10;  
Sweetwater Park Subdivision No. 10a;

Located in Sections 5, 6 and 8, Township 13 North, Range 5 East,  
and Section 32, Township 14 North, Range 5 East, Salt Lake Base &  
Meridian.

Together with the right of access to the right of way 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 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 public transportation 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 5<sup>TH</sup> day of May, 2015.

**SWEETWATER PARK HOMEOWNERS ASSOCIATION, INC.**

By: *Chris S. Corey*

Print Name: CHRIS S. COREY

Title: President

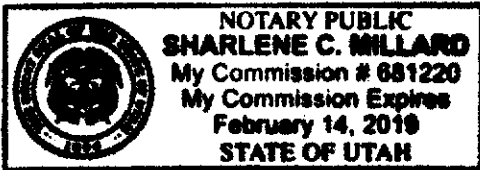
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah )  
COUNTY OF Rich ) ss.

On this 5<sup>th</sup> day of May, 2015, before me, the undersigned Notary Public in and for said State, personally appeared Chris S. Coffey (name), known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said entity, 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.

Sharlene C. Millard  
(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Garden City, Utah (city, state)  
My Commission Expires: 14/02/2019 (d/m/y)