## 3101381 BK 7044 PG 787

16

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/Kristy Harris
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

E 3101381 B 7044 P 787-790
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/26/2018 02:35 PM
FEE \$16.00 Pgs: 4
DEP RT REC'D FOR ROCKY MOUNTAIN PO
WER

Project Name: ELA11 Cable replacement

WO#: 6484616

RW#:

## **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, UTLA Ridgewood MHP, LLC, a Colorado Limited Liability Company ("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 1200 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: BEG AT A PT WH IS N 0^08' E 571.00 FT ALG THE 1/4 SEC LINE FR THE CENTER OF SEC 8-T4N-R1W, SLM; TH N 0^08' E 1409.00 FT; TH N 89^56' E 972.00 FT; TH S 0^05'50" W 330.00 FT; TH N 89^56' E 264.00 FT TO THE W LINE OF 400 WEST STR; TH S 0^05'50" W 631.50 FT ALG SD R/W LINE; TH S 89^56' W 571.96 FT; TH S 0^05'50" W 449.62 FT; TH N 86^54' W 24.96 FT; TH W 640.00 FT TO THE POB. CONT. 32.12 ACRES

Assessor Parcel No.

09-035-0056

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. Notwithstanding the foregoing, manufactured homes in the locations existing on the date hereof shall in no case be considered to 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.

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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 5th day of Jone, 2018.
GRANTOR:
UTLA Ridgewood MHP, LLC, a Colorado Limited Liability Company
By: RV Horizons, Inc., its Manager
By: John Porman Name: John Porman Title: Vice-President
Acknowledgment by a Corporation, LLC, or Partnership:
STATE OF (OLORADO) ) ss. County of AKAPAHOE )
On this 5 day of
identified to me to be the <u>vice_lresident</u> (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 UTLA RIDGEWOOD MHP, UC (entity name), and acknowledged to
me that said entity executed the same.

## 3101381 BK 7044 PG 789

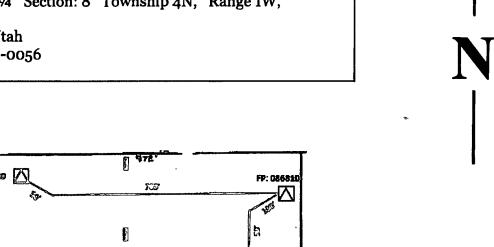
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.
(notary signature)
NOTARY PUBLIC FOR <u>COLORADO</u> (state)
Residing at: <u>benver, colorado</u> (city, state)  My Commission Expires: <u>marcu 12, 2022</u> (d/m/y)
SAMANTHA R. JOHNSON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20184011284 MY COMMISSION EXPIRES MARCH 12 2000

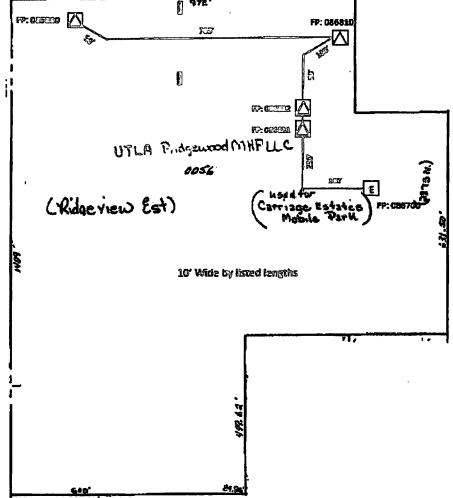
**Property Description** 

Quarter: NE Quarter: 1/4 Section: 8 Township 4N, Range 1W,

Salt Lake Meridian

County: Davis State: Utah Parcel Number: 09-035-0056





CC#: 11456 WO

WO#: 6484616

L andowne Name: Utla Ridgew oo dMHP LLC

Drawn by: Kristy Harris

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.





SCALE: