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

ENT 19298: 2016 PG 1 of 3

Jeffery Smith

Utah County Recorder

2016 Mar 08 10:07 AM FEE 57.00 BY SS

RECORDED FOR Select Title Insurance Agency
ELECTRONICALLY RECORDED

Project Name: Waters Edge 3-A

WO#: 6083315

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Flagship Development Inc.** ("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 (Insert Length Here) 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 **Utah** 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 a point which is West 1576.87 feet and South 200.02 feet from the Northeast Corner of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 39°48'50" West 12.92 feet; thence northwesterly 124,05 feet along the arc of a 457.5 foot radius curve to the right, through a central angle of 15°32'07". the chord of which bears North 81°11'24" West 123.67 feet; thence south westerly 7.39 feet along the arc of a 5.00 foot radius curve to the left, through a central angle of 84°39'55", the chord of which bears South 54°14'42" West 6.73 feet; thence South 21°54'44" West 93.85 feet; thence southwesterly 100.20 feet along the arc of a 262.00 foot radius curve to the left, through a central angle of 21°54'44", the chord of which bears South 10°57'22" West 99.59 feet; thence South 812.69 feet; thence southeasterly 36.45 feet along the arc of a 1962.00 foot radius curve to the left, through a central angle of 01°03'51", the chord of which bears South 00°31'55" East 36.44 feet; thence South 01°03'51" East 489.37 feet; thence South 89°59'55" West 10.00 feet: thence North 01°03'51" West 489.19 feet; thence northwesterly 36.63 feet along the arc of a 1972.00 foot radius curve to the right, through a central angle of 01°03'51", the chord of which bears North 01°31'55" West 36.63 feet; thence North 812.69 feet; thence northeasterly 104.02 feet along the arc of a 272.00 foot radius curve to the right, through a central angle of 21°54′ 44″. the chord of which bears North 10°57'22" East 103.39 feet; thence North 21°54' 44" East 93.85 feet; thence northeasterly 22.17 feet along the arc of a 15.00 foot radius curve to the right,

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through a central angle of 84°39'55", the chord of which bears North 54°14'42" East 20.20 feet; thence southeasterly 129.43 feet along the arc of a 447.5 foot radius curve to the left, through a central angle of 15°34'17", the chord of which bears South 81°42'29" East 128.98 feet to the point of beginning.

Assessor Parcel No.

18:019:0005

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

9 day of Marc

2016

Nathan Hutchluson—GRANTOR

