

REV05042015

Return to:  
Rocky Mountain Power  
Cathy Jackman/Steve Clingenpeel  
1438 W 2550 S  
Ogden, UT 84401



\*W2951441\*

EH 2951441 PG 1 OF 4  
LEANN H KILTS, WEBER COUNTY RECORDER  
09-NOV-18 1004 AM FEE \$16.00 DEP DC  
REC FOR: ROCKY MOUNTAIN POWER

Project Name: Roy Regency  
WO#: 6314001  
RW#:

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **LKH INVESTMENTS TRUST** ("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 150 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 **Weber County, State of Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit ("A") attached hereto and by this reference made a part hereof:

Legal Description: ALL OF LOT 1, ROY REGENCY APARTMENTS, ROY CITY, WEBER COUNTY, UTAH.

Assessor Parcel No. 09-615-0001

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.

**ORIGINAL**

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**ORIGINAL**

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 7<sup>th</sup> day of Oct., 2012.

*W.B. Bill*

\_\_\_\_\_  
**GRANTOR**

\_\_\_\_\_  
**GRANTOR**

**Acknowledgment by Trustee, or Other Official or Representative Capacity:**

STATE OF Utah )  
 ) ss.  
County of Neber )

On this 10 day of October, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Kent Hill  
(representative's name), known or identified to me to be the person whose name is subscribed as Grantor / Trustee (title/capacity in which instrument is executed) of LKH Investments Trust and acknowledged to me that (he/she/they) 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.



Caitie J Fulmer  
(notary signature)

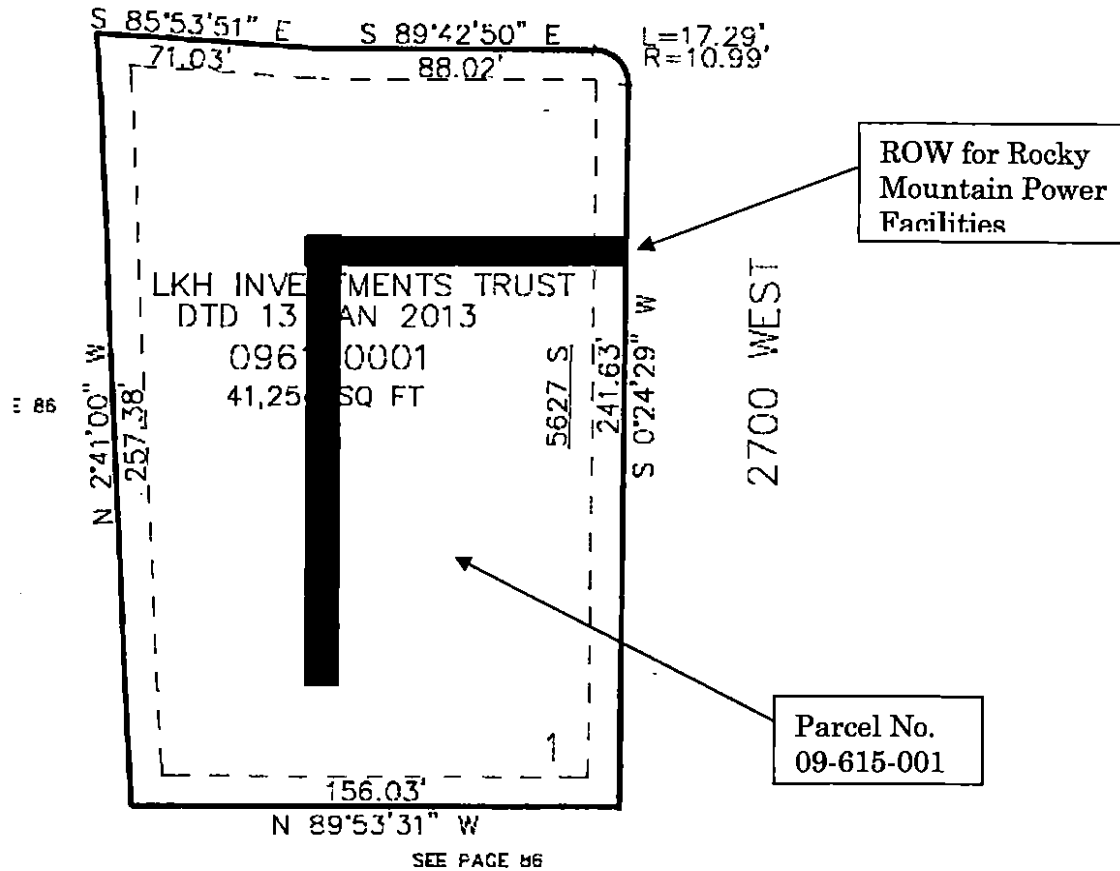
NOTARY PUBLIC FOR Utah (state)  
Residing at: Provo, Utah (city, state)  
My Commission Expires: 10-29-20 (d/m/y)

**Property Description**

PART OF THE NE. 1/4, OF SECTION 22, T.5N., R.2W., S.L.B. & M.



5600 SOUTH



SEE PAGE 86

CC#: 11461 WO#: 6314001

Landowner : LKH INVESTMENTS TRUST

Drawn by: Steve Clingenpeel

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: None