

REV05232014

Return to:

Rocky Mountain Power

Lisa Louder/ Mailia Lauto'o

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

582990

Parcel # 11-591-0138

Lot # 138

RMP# UTDV-0182

RIGHT OF WAY EASEMENT

Perga Development LLC ("Grantor") hereby conveys and warrants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement and right of way ("Easement") over and across "Grantor's Land", being a portion of Lot 138, Schick Farms Cluster Subdivision Phase 1, situated in Section 32, T 4N, R1W, SLB&M, Davis County, Utah (the "Grantor's Land") Tax Parcel # 11-591-0138: more particularly described as follows and as shown on Exhibit "A".

LOT 138 SCHICK FARMS CLUSTER SUB PHASE 2

An easement across part of Lot 138, Schick Farms Cluster Subdivision, Phase 1, according to the Official Plat thereof on file and of record in the Office of the Davis County Recorder and situate in the in the SW ¼ of Section 32, T. 4 N, R. 1 W., S.L.M., Davis County, Utah, described as follows:

Beginning on the northwesterly lot line of said Lot 138, at a point N.50°26'41"E. 162.20 feet, more or less from the northwest corner of said Lot 138, said point also being 452.03 feet N.89°54'47"E. along the section line and 1,187.02 feet N.00°05'13"E., , more or less, from the southwest corner of said Section 32; and running thence N.50°26'41"E. 74.10 feet, along said lot line to the northeast corner of said Lot 138; thence S.39°33'19"E. 90.00 feet, more or less, along the northeasterly lot line to the southeast corner of said Lot; thence S.50°26'41"W. 79.00 feet, more or less, along the southeast lot line; thence N.36°23'35"W. 90.10 feet, more or less, to the point of beginning; containing 6,889.30 sq. ft. or 0.16 of an acre, more or less.

1. **Easement Grant.** This Easement is granted for value received, the receipt and sufficiency of which is hereby acknowledged. Pursuant to this Easement, Grantee shall have the right to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, props, conductors, wires, cables, and other lines, all other necessary or desirable equipment, accessories and appurtenances thereto on, over, and under the Easement Area.
2. **Access.** Grantee shall have a right of access within and along the described Easement Area together with the right of access to the Easement Area over and across Grantor's Land in such

locations as may be reasonably necessary or convenient to carry out the purposes for which this Easement is granted. Grantor may fence the easement area if the fence meets the requirements of Grantee with Grantee's acceptance in writing and does not impair travel by person, vehicle or equipment. The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

3. **Use.** Grantor may use the Easement Area for any purposes that is not inconsistent with the purposes for which the Easement Area is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not; a) construct any building or structure of any kind or nature; b) excavate closer than fifteen (15) feet from any pole or structure; c) place or use anything, including equipment or vehicles that exceed twelve (12) feet in height; d) increase the existing ground elevation; e) light any fires or store flammable or hazardous materials; or f) otherwise use the Easement Area in a manner that violates the National Electric Safety Code or Grantee's safety clearance standards, as may be amended from time to time.
4. **Vegetation Management.** Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve (12) feet or outside of the Easement Area that will grow within twenty five (25) feet of the transmission line conductor. Grantee shall have the right to prune or removed any and all vegetation in violation of the foregoing or, in its reasonable opinion, which interferes with or is causing or may cause a threat of harm to its facilities or improvements.
5. **Miscellaneous Provisions.**
 - 5.1. **Authority.** The individual executing this Easement does thereby represent and warrant to Grantor that he or she has been duly authorized to sign this Easement in the capacity and for the entities set forth where he or she signs.
 - 5.2. **Amendments.** This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successor, and assigns,
 - 5.3. **No Waiver.** The failure to enforce or perform any provision set forth in this Easement shall not be deemed to be a waiver of any such right.
 - 5.4. **Successors and Assigns.** All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind, and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

DATED this 14 day of February, 2020.

PERGA DEVELOPMENT LLC

Michael Carl Bastian

By: Michael Carl Bastian

By: _____

Its: Member/Manager

Its: _____

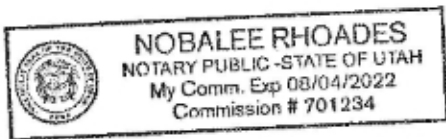
Acknowledgment

STATE OF Utah)
County of Davis) ss.

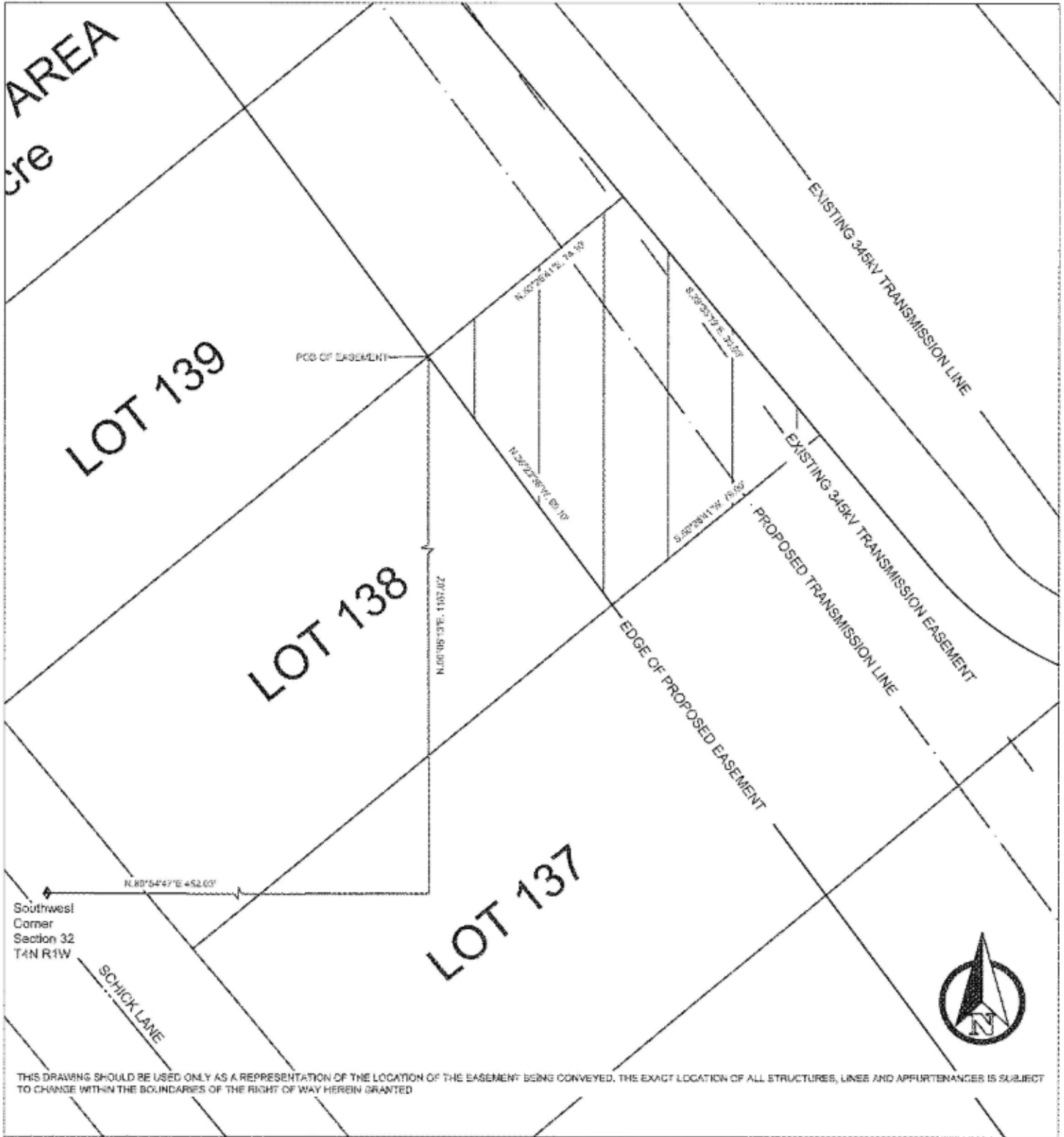
On this 14 day of February, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Michael Carl Bastian and _____ (name), known or identified to me to be the Member/Manager and _____ (president / vice-president / secretary / assistant secretary) of the corporation, 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 Perga Development LLC (entity name), 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.

Nobalee Rhoades
(Notary Signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Layton (city, state)
My Commission Expires: 8-4-22 (d/m/y)



REV: 0	DATE: 1/13/2020	DESIGN: PRR-015-001, LOMEND RZ	AREA: 6.15 ACRES	NOT TO SCALE	BY: PRR
--------	-----------------	--------------------------------	------------------	--------------	---------

EXHIBIT "A"
THROUGH LOT 138, SCHICK FARMS CLUSTER
SUBDIVISION, PHASE 1 PROPERTY
SECTION 32, T.4N., R.1W.
SALT LAKE BASE & MERIDIAN

ROCKY MOUNTAIN
POWER
A DIVISION OF PACIFICORP