


18/15
REV05042015

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


ENT 45344:2018 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 May 15 9:13 am FEE 18.00 BY SW
RECORDED FOR PACIFICORP

Project Name: Utah Valley Home Builders Association
WO#: 6472371
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Utah Valley Home Builders Association** (“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 165.08 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: **A 10.00 FOOT WIDE EASEMENT, 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:**

Commencing at a point located North 00°03’08” West along the Section line 63.04 feet and West 648.09 feet from the East quarter corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian: thence North 53°12’32” West 44.20 feet; thence South 48°56’36” West 120.88 feet to a point located North 00°03’08” West 10.12 feet and west 774.68 feet from the East quarter corner of said Section 17.

Assessor Parcel No. 40:454:0005

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 ³⁰~~27~~th day of April, 2018.



(Insert Grantor Name Here) GRANTOR



(Insert Grantor Name Here) GRANTOR

Acknowledgment by Trustee, or Other Official or Representative Capacity:

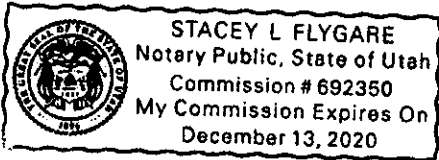
STATE OF Utah)
County of Utah) ss.)

On this 30th day of April, 2018, before me, the undersigned Notary Public in and for said State, personally appeared Steve Caldwell

(representative's name), known or identified to me to be the person whose name is subscribed as Executive Officer (title/capacity in which instrument is executed) of Utah Valley Home Builders 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.

Stacey L. Flygare
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: London, Utah (city, state)
My Commission Expires: 12/13/2020 (d/m/y)

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of Utah) ss.)

On this 20th day of April, 2018, before me, the undersigned Notary Public in and for said State, personally appeared Casey Cloward (name), known or identified to me to be the President (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 Utah Valley Home Builders (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.

Stacey L Flygare
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: London, Utah (city, state)
My Commission Expires: 12/13/2020 (d/m/y)

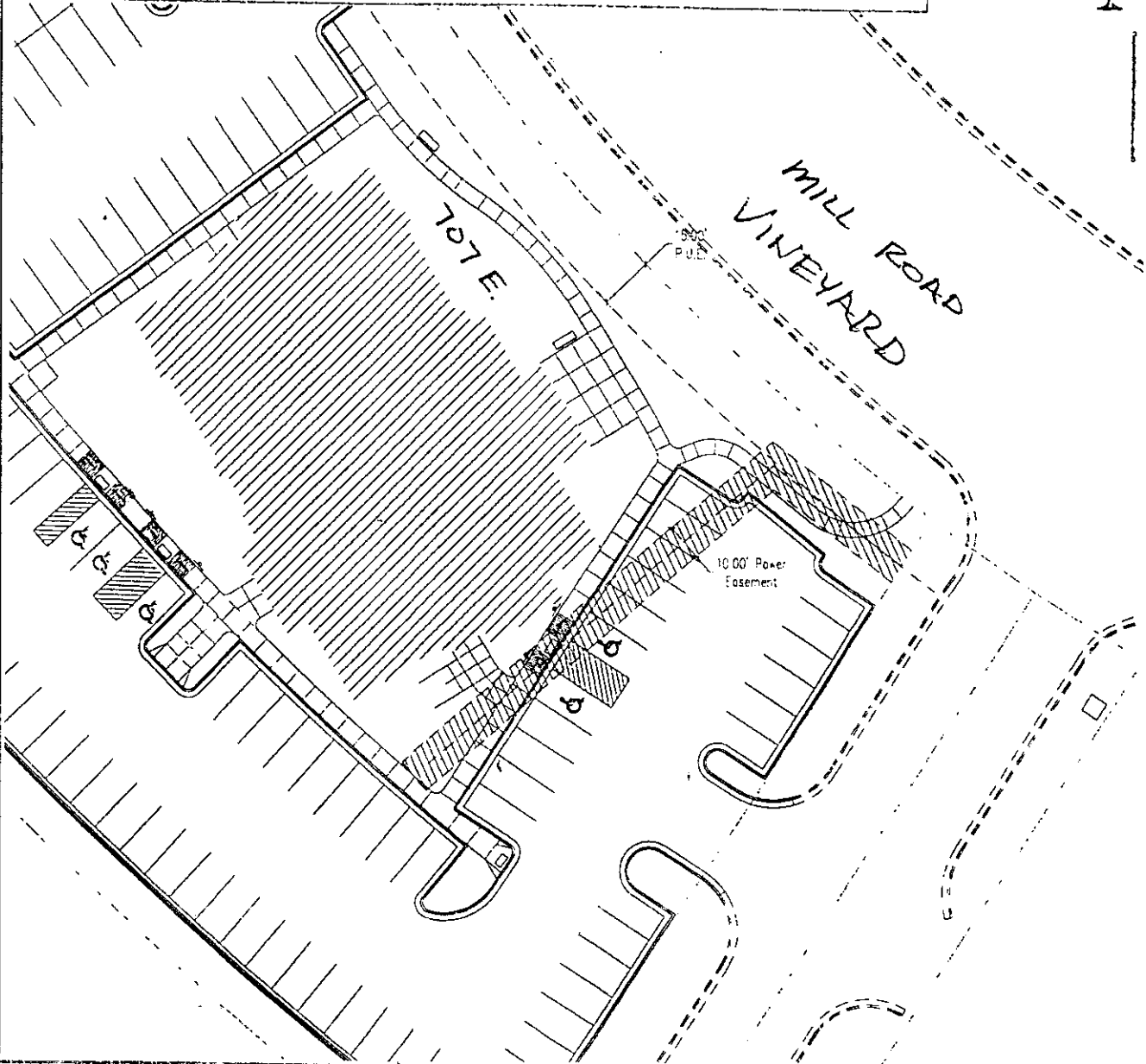
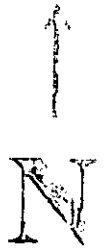
Property Description

Section: 17 Township 6 (N. S), Range 2 (E. W)

SLBASE & Meridian

County: Utah State: Utah

Parcel Number: 40:454:0005



CC#: 11421 WOK: 6472371
Landowner Name: UVHBA
Drawn by: PAS

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

PacificCorp

SCALE: NS