

REV101512

Return to:

Rocky Mountain Power
Curtis Galvez
1438 W. 2550 S.
Ogden, Utah 84403



W2900693

EH 2900693 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
18-JAN-18 1002 AM FEE \$16.00 DEP DC
REC FOR: ROCKY MOUNTAIN POWER

Project Name: Ogden Regional Medical Center - Psychiatric Residential Treatment Facility
WO#: 6362835
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Columbia Ogden Medical Center** ("Grantor"), hereby grants to **PacifiCorp**, an Oregon Corporation, d/b/a **Rocky Mountain Power** its successors and assigns, ("Grantee"), an easement for a right of way 10' (ten feet) in width and 485' (four hundred eighty five feet in length as described below, 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: A 10.00 foot wide utility easement being 5.00 feet left and 5.00 feet right, perpendicular and parallel to the following described alignment: A part of the southeast quarter of section 17, township 5 north, range 1 west of the Salt Lake base and meridian. Beginning at a point located 1158.07 feet north 00 53' 08" east along the east line of said southeast quarter and 983.73 feet north 90 00' 00" west from the southeast corner of said section 17; running thence south 89 58' 37" west 116.32 feet; thence south 00 53' 58" west 286.22 feet; thence north 90 00' 00" west 70.49 feet to the terminus of this easement.

Assessor Parcel No. 07-053-0070

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 9th day of August, 2017.

Brian Line COO
Columbia Ogden Medical Center GRANTOR

Brian Line COO
(Insert Grantor Name Here) GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

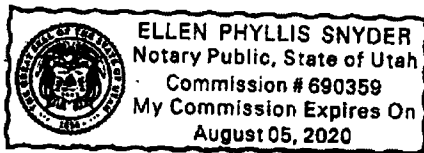
STATE OF Utah)
) ss.
County of Weber)

On this 9th day of August, 2017, before me, the undersigned Notary Public in and for said State, personally appeared Brian Lines (name), known or identified to me to be the Chief Operations Officer (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 said entity, 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.

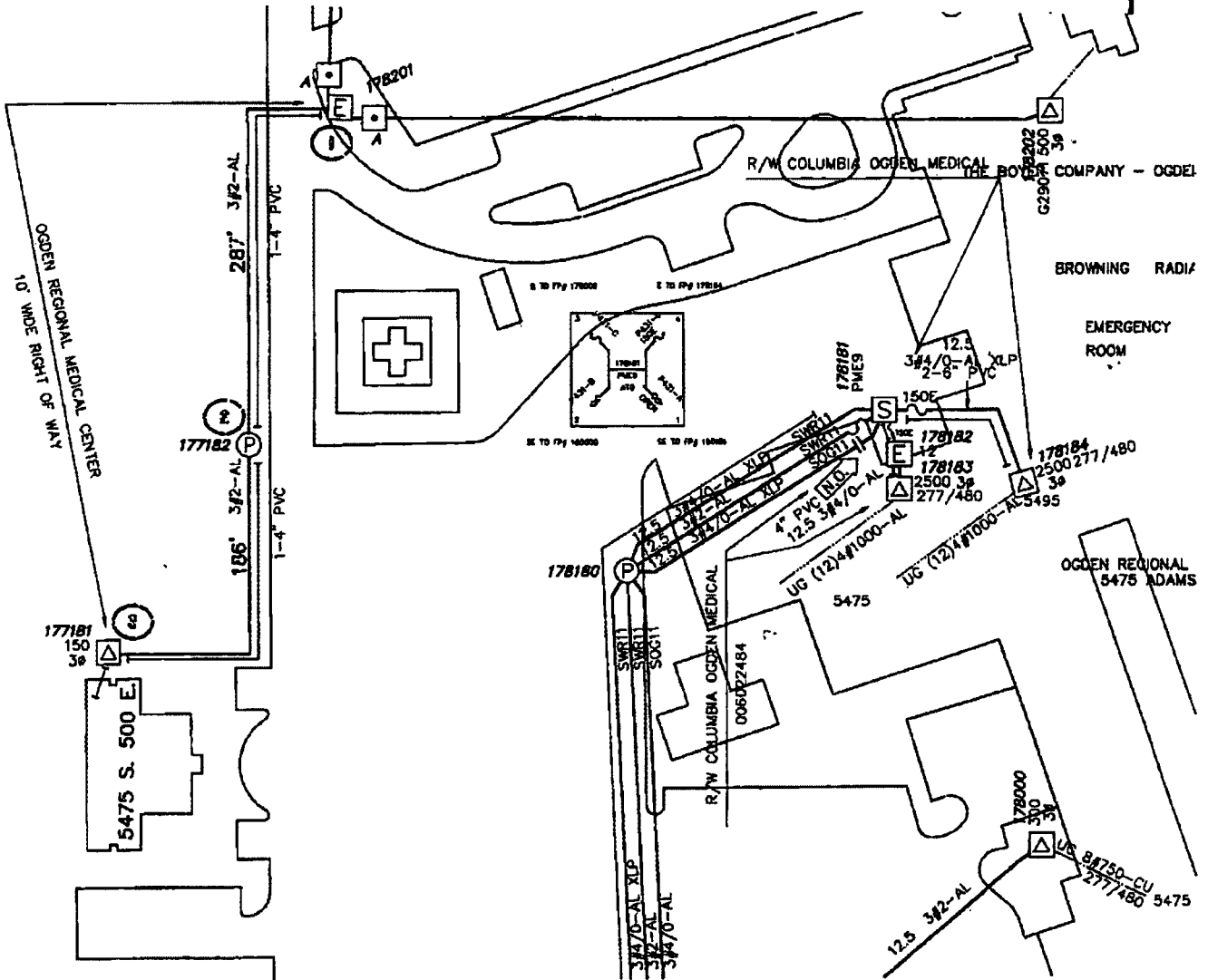
Ellen Phyllis Snyder
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Hayden, Utah (city, state)
My Commission Expires: 5/8/2017 (d/m/y)
2020 ES.



Property Description

Quarter: Southeast Quarter: _____ Section: 17 Township 5 (N or S),
 Range 1 West (E or W), Salt Lake Base Meridian
 County: Weber _____ State: Utah _____
 Parcel Number: 07-053-0070 _____



CC#: WO#: 6362835
 Landowner Name: Columbia Ogden MC
 Drawn by:

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: N/A