

REV101512

Return to:

Rocky Mountain Power

Curtis Galvez

1438 W. 2550 S.

Ogden, Utah 84403

Project Name: Mikes Airport Storage

WO#: 006430464

RW#:



\*W2951445\*

EH 2951445 PG 1 OF 4  
LEANN H KILTS, WEBER COUNTY RECORDER  
09-NOV-18 1009 AM FEE \$16.00 DEP DC  
REC FOR: ROCKY MOUNTAIN POWER

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **Air industrial LLC** ("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 feet in width and 770 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(s) **Exhibit A** attached hereto and by this reference made a part hereof:

Legal Description: BEGINNING SOUTH 89°39'37" EAST ALONG QUARTER SECTION LINE BY RECORD 2403.46 FEET AND SOUTH 796.22 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°30'43" EAST 2642.43 FEET MEASURED BETWEEN THE NORTH QUARTER AND NORTHEAST CORNER OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN), AND RUNNING THENCE NORTH 72°01'55" EAST 55.36 FEET; THENCE SOUTH 75°51'21" EAST 144.35 FEET; THENCE NORTH 67°36'18" EAST 127.32 FEET; THENCE SOUTH 22°01'05" EAST 186.45 FEET; AND THENCE SOUTH 21°26'34" EAST 151.75 FEET TO AN EXISTING POWER POLE

Assessor Parcel No.                      051480019

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

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**ORIGINAL**

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 24 day of April, 2018.

  
Air industrial LLC GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah )  
County of Davis ) ss. )

On this 24<sup>th</sup> day of April, 2018, before me, the undersigned Notary Public in and for said State, personally appeared Neil Wass (name), known or identified to me to be the \_\_\_\_\_ (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.

Janice Nelson  
(notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Syracuse (city, state)  
My Commission Expires: 10-08-21 (d/m/y)



