

Ent 539323 Bk 908 Pg 518-520
Date: 07-DEC-2020 12:31:12PM
Fee: \$40.00 Cash Filed By: JAC
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: INTREPID POTASH-MOAB LLC

After recorded return original to:
Rocky Mountain Power
Gary Lawley
320 N 100W
Moab, UT 84532

Project Name: BRIAN HAYS, HWY 313 DHP ROAD; SEVEN MILE ROAD
WO#: 6879702
RW#: 1

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Intrepid Potash-Moab LLC** ("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 2,004 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 **Grand 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' wide power easement, located within the Southwest Quarter of Section 3, T25S, R20E, SLB&M, being 5' left and right of the following described centerline: Beginning at a point being with the center section line North 89°50'18" East 748.87 feet and South 151.63 feet from the West Quarter corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, and proceeding thence South 62°10'43 East 1852.22 feet to an existing power pole also being the terminus point of easement.

Assessor Parcel No. 24-XST-0067

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 7th day of Dec, 2020.

Eric K. York
Intrepid Potash-Moab LLC GRANTOR

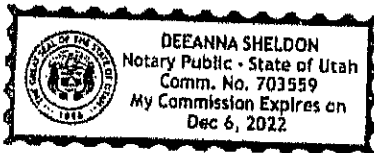
Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Grand)

On this 7th day of Dec, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Eric K. York (name), known or identified to me to be the General Manager (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 Intrepid Potash-Moab (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.

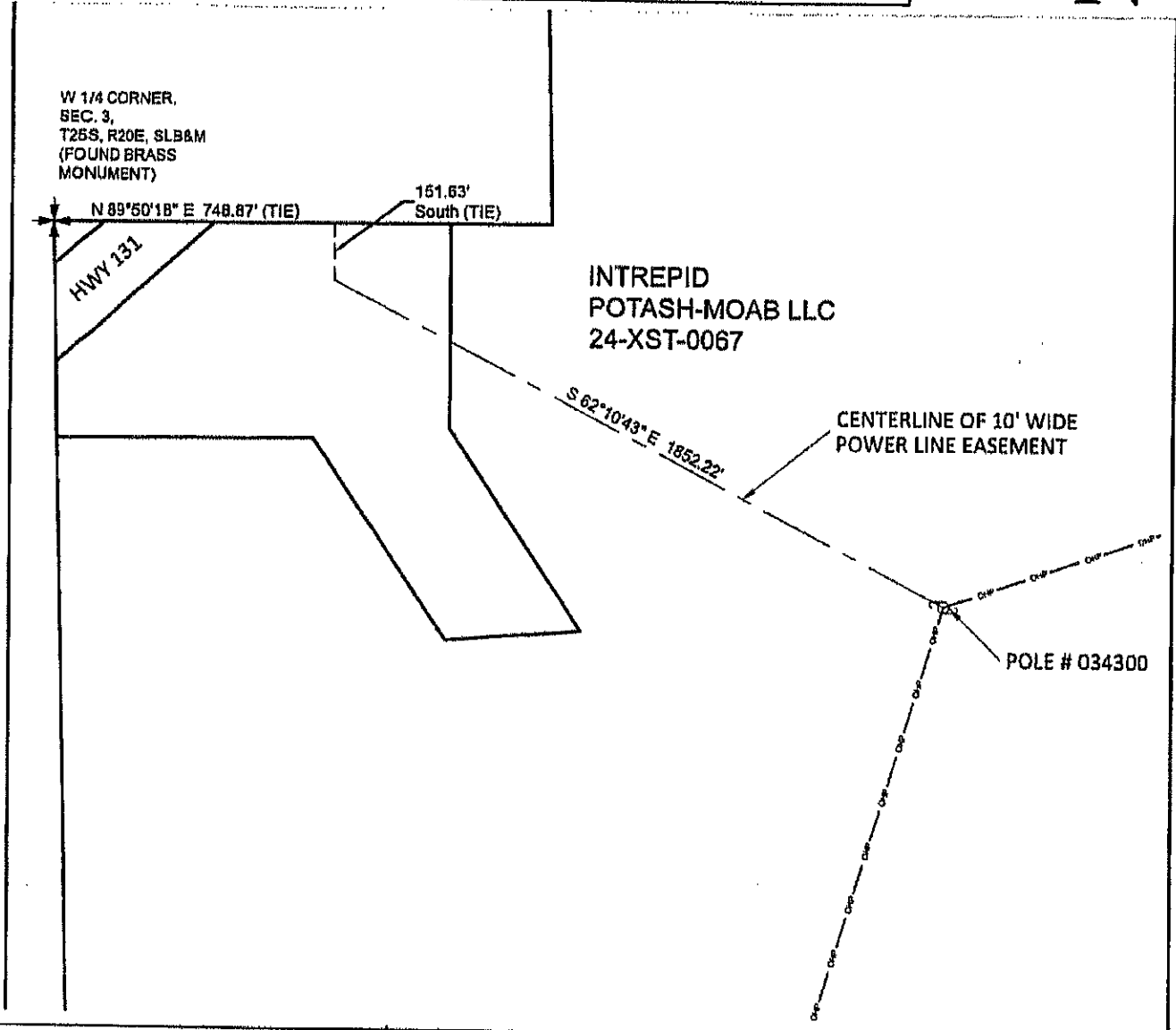
[Signature]
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Moab, Utah (city, state)
My Commission Expires: 12/6/2022 (d/m/y)

Property Description

Quarter: _____ Quarter: SW Section: 3 Township 25 S,
 Range 20 E, SLM Meridian
 County: GRAND State: UTAH
 Parcel Number: N/A 24-XST-0067



CC#: _____ WO#: _____
11406 6579702
 Landowner Name: INTREPID
 Drawn by: RED DESERT

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: _____