

REV05042015

Return to:
Rocky Mountain Power
Cathy Jackman/Steve Clingenpeel
1438 W 2550 S
Ogden, UT 84401



W2917449

EH 2917449 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
27-APR-18 1005 AM FEE \$16.00 DEP DC
REC FOR: ROCKY MOUNTAIN POWER

Project Name: Recycled Earth Upgrade
WO#: 6385312
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **RECYCLED EARTH 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 460 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 "A" attached hereto and by this reference made a part hereof:

Legal Description: PART OF LOT 12, SECTION 36, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, LOCAL SURVEY: BEGINNING AT A POINT 837.7 FEET WEST AND 797 FEET, MORE OR LESS, SOUTH 34D04' WEST FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, AND RUNNING THENCE NORTH 89D52'40" EAST 1028.06 FEET TO THE ROAD; THENCE SOUTHWESTERLY ALONG SAID ROAD TO THE SOUTH LINE OF LOT 12; THENCE NORTH 89D52' WEST 857.3 FEET TO THE EAST LINE OF THE D.&R.G.R.R., THENCE NORTH 34D04' EAST TO THE POINT OF BEGINNING. CONTAINING 14.11 ACRES, EXCEPT: A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, IN THE CITY OF OGDEN, COUNTY OF WEBER, STATE OF UTAH, BEING THE SOUTHERLY FIVE ACRES OF THOSE CERTAIN PARCELS OF LAND CONVEYED TO THE CARLOS M BERGUSON TRUST AND THE SHIRLEY L BERGESON TRUST PER THE SPECIAL WARRANTY DEED RECORDED JULY 2ND, 1999 AS INSTRUMENT NUMBER 1647269 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 89D44'55" WEST 900.44 FEET ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH 34D21'06" WEST 1303.79 FEET TO A POINT ON THE WESTERLY MOST LINE OF BERGUSON

ORIGINAL

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ORIGINAL

PARCELS AND THE POINT OF BEGINNING. THENCESOUTH 89D31'32" EAST 981.12 FEET TO THE NORTHWESTERLY RIGHT OFWAY OF MIDLAND DRIVE, 66.00 FEET WIDE, THENCE SOUTH 43D20'04" WEST 312.18 FEET ALONG SAID RIGHT OF WAY TO THE SOUTHERLY LINEOF SAID BERGUSON PARCELS, THENCE NORTH 89D31'32" WEST 922.41FEET ALONG THE SOUTHERLY LINES OF SAID BERGUSON PARCELS TOSAID WESTERLY MOST LINE OF THE BERGUSON PARCELS, THENCE NORTH34D21'06" EAST 275.62 FEET ALONG SAID WESTERLY LINE TO THEPOINT OF BEGINNING.

Assessor Parcel No. 15-102-0051

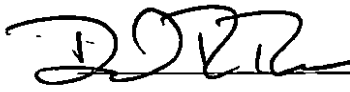
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, 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 18 day of August, 2017.

 operating manager
GRANTOR

GRANTOR

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Dated this 18 day of August, 2017.

 operating manager
GRANTOR

GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Weber)

On this 18 day of Aug, 2017, before me, the undersigned Notary Public in and for said State, personally appeared David Rawson (name), known or identified to me to be the Operators 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 Recycled Earth 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.



Alicia Brunell

(notary signature)

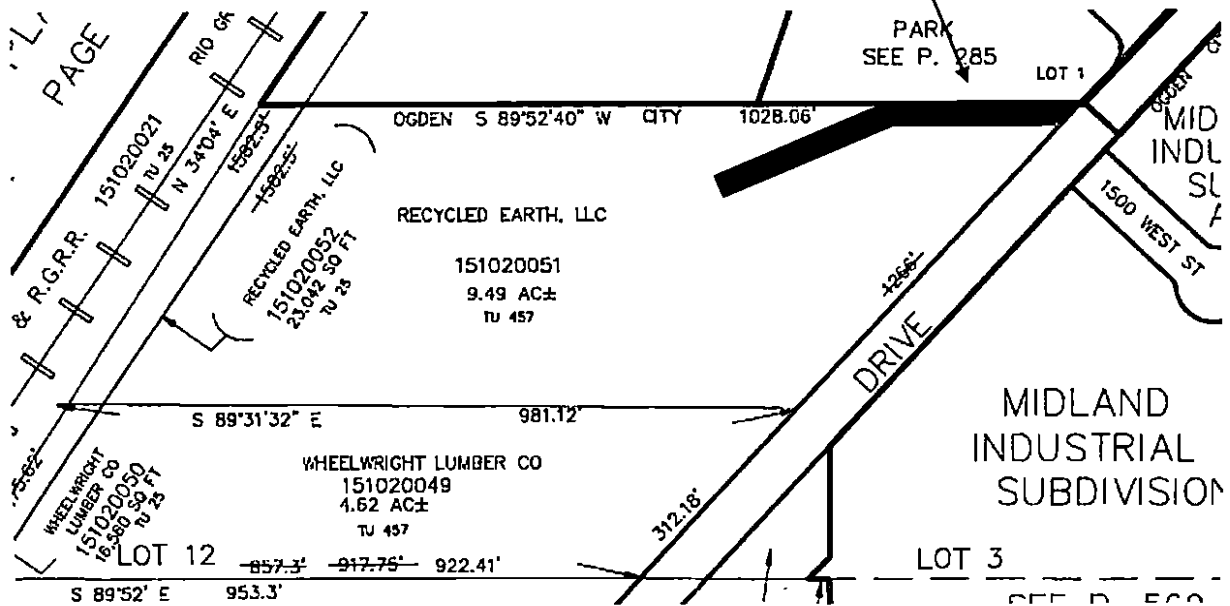
NOTARY PUBLIC FOR Utah (state)
Residing at: Weber City UT (city, state)
My Commission Expires: 1.11.2021 (d/m/y)

Property Description

SW 1/4
SECTION 36, T.6N., R.2W., S.L.B. & M.



ROW for Rocky Mountain Power Facilities.



CC#: 11461 WO#: 6385312
Landowner Name: Recycled Earth LLC
Drawn by: P12607 Steve Clingenpeel

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: None