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REV101512

Return to:  
Rocky Mountain Power  
Ryan Cook  
1438 W 2550 S  
Ogden UT 84401



\*W2638317\*

EH 2638317 PG 1 OF 4  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
30-MAY-13 304 PM FEE \$16.00 DEP JKC  
REC FOR: ROCKY MOUNTAIN POWER

Project Name: Mountain View School Dev.  
Tract Number:030220048  
WO#: 5719901  
RW#:

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **OGDEN PREPARATORY ACADEMY INC.** ("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 **230** 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) **A** attached hereto and by this reference made a part hereof:

**Legal Description:** PART OF THE NORTHEAST, SOUTHEAST, SOUTHWEST AND NORTHWEST QUARTERS OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, OGDEN CITY, WEBER COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED ON THE SOUTH LINE OF THE MILLCREEK MANOR CONDOMINIUM AS RECORDED WITH WEBER COUNTY RECORDERS OFFICE WHICH POINT IS LOCATED NORTH 00D58'00" EAST 74.26 FEET AND WEST 11.07 FEET FROM THE CENTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE ALONG THE SOUTHLINE OF SAID MILLCREEK MANOR CONDOMINIUM THE FOLLOWING EIGHT (8) COURSES: NORTH 54D45'45" EAST 15.80 FEET, NORTH 46D23'30" EAST 58.04 FEET, SOUTH 83D29'43" EAST 136.47 FEET, NORTH 80D44'12" EAST 88.52 FEET, SOUTH 84D29'44" EAST 39.82 FEET, SOUTH 15D58'41" EAST 28.92 FEET, SOUTH 40D35'52" EAST 51.03 FEET, SOUTH 89D02'00" EAST 4.77 FEET TO THE WEST LINE OF LINCOLN AVENUE THENCE SOUTH 00D58'00" WEST ALONG SAID WESTLINE 572.33 FEET TO THE NORTH LINE OF 15TH STREET, THENCE NORTH 89D02'00" WEST ALONG SAID NORTH LINE 269.28 FEET, THENCE NORTH 41D28'38" WEST 160.68 FEET, THENCE NORTH 43D21'00" WEST 344.27 FEET, THENCE NORTH 26D13'00" EAST 90.59 FEET TO THE EXTENSION OF A LINE ON THE SOUTHERLY BOUNDARY OF MILLCREEK MANOR CONDOMINIUM THENCE NORTH 46D14'32" EAST ALONG SAID LINE 173.20 FEET THENCE ALONG SAID SOUTHERLY BOUNDARY NORTH 78D47'49" EAST 94.88 FEET TO THE POINT OF BEGINNING. CONTAINS 294869 SQUARE FEET OR 6.77 ACRES.

Assessor Parcel No.

030220048

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

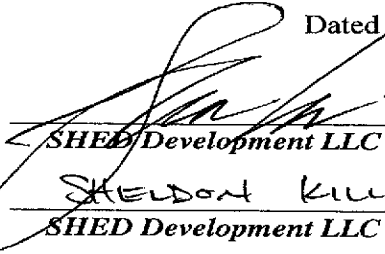
clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

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 6<sup>th</sup> day of February, 2013.

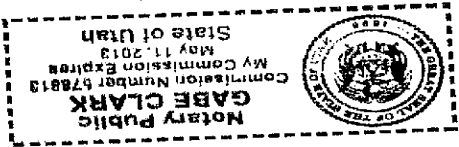
  
\_\_\_\_\_  
SHED Development LLC GRANTOR  
SHeldon Killpack - MEMBER  
SHED Development LLC GRANTOR

**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Utah )  
) ss.  
County of Davis )

On this 6<sup>th</sup> day of February, 2013, before me, the undersigned Notary Public in and for said State, personally appeared Sheldon Killpack (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.

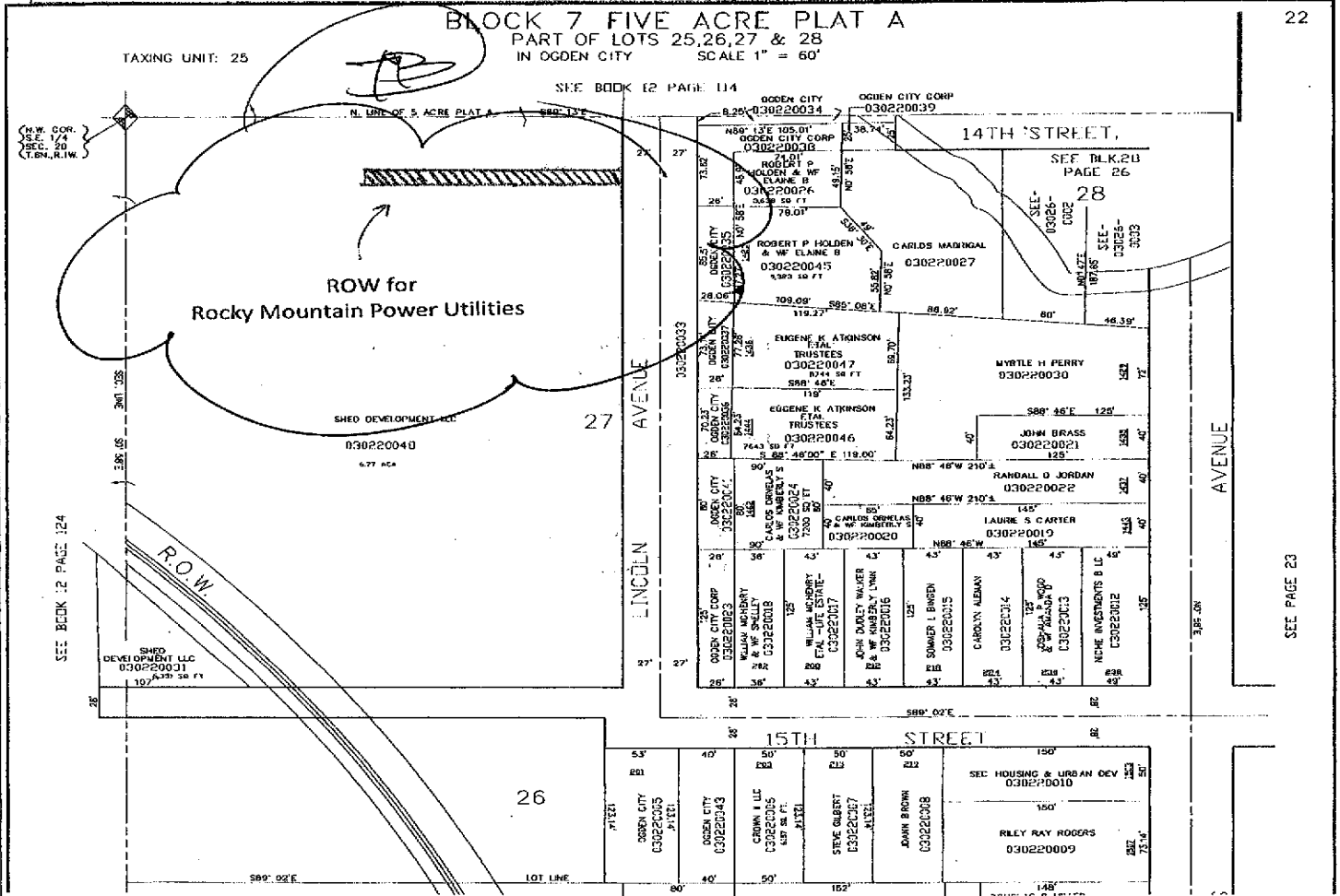


[Handwritten Signature]  
(notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Hooper, UT (city, state)  
My Commission Expires: May 11, 2013 (d/m/y)

**Property Description**

Section: 20 Township 06 (N or S), Range 001.0 (E or W)  
 Meridian  
 County: Weber State: Utah  
 Parcel Number: 030220048



CC#: \_\_\_\_\_ WO#: \_\_\_\_\_  
 Landowner Name: Shed Development LLC  
 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**

**PacifiCorp**

SCALE: \_\_\_\_\_