

REV05042015

Return to:

Rocky Mountain Power

Cathy Jackman

1438 W 2550 S

Ogden, UT 84401



W3067074

EH 3067074 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
08-JUL-20 342 PM FEE \$40.00 DEP DC
REC FOR: ROCKY MOUNTAIN POWER

Project Name: MID14 BRIDGE ACADEMY 800A (C)

WO#: 6746359

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, WEBER SCHOOL DEVELOPMENT 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 650 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: PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SAID PARCEL ALSO LOCATED IN ROY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF MIDLAND DRIVE, SAID POINT BEING NORTH 43D44'58" EAST 274.04 FEET FROM THE NORTHWEST CORNER OF LOT 1, COUNTRYMEADOWS ESTATES SUBDIVISION PHASE 2 SAID POINT BEING NORTH 89D38'53" WEST 807.77 FEET ALONG THE SECTION LINE AND SOUTH 521.66 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 16, TOWNSHIP 5 NORTH, RANGE 2 WEST AND RUNNING THENCE NORTH 43D44'58" EAST 435.44 FEET ALONG THE EASTERLY LINE OF MIDLAND DRIVE, THENCE NORTHERLY 175.53 FEET ALONG THE ARC OF A 229.81 FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 46D15'02" WEST AND THE LONG CHORD BEARS NORTH 21D52'07" EAST 171.29 FEET WITH A CENTRAL ANGLE OF 43D45'43") ALONG THE EASTERLY LINE OF MIDLAND DRIVE, THENCE NORTH 00D18'08" EAST 5.90 FEET, MORE OR LESS, TO THE SOUTH LINE OF 4800 SOUTH STREET, THENCE SOUTH 89D38'53" EAST 235.61 FEET ALONG THE SOUTH LINE OF 4800 SOUTH STREET, THENCE SOUTH 00D17'26" WEST 211.00 FEET. THENCE SOUTH 89D38'53" EAST 157.01 FEET, MORE OR LESS, TO THE WEST LINE OF 3500 WEST STREET, THENCE SOUTH 00D19'16" WEST 175.04 FEET ALONG THE WEST LINE OF 3500 WEST STREET, THENCE SOUTH 00D18'08" WEST 86.95 FEET ALONG THE WEST LINE OF 3500 WEST STREET, THENCE NORTH 89D41'52" WEST 561.30 FEET, THENCE SOUTH 66D46'33" WEST 20.04 FEET, THENCE NORTH 89D41'52" WEST 175.34 FEET TO THE POINT OF BEGINNING.

Assessor Parcel No.

09-467-0004

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

ORIGINAL

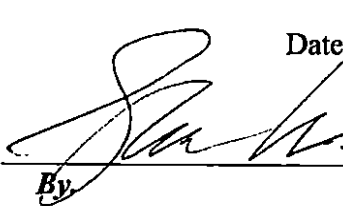
together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

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 02 day of January, 2020.


By _____ GRANTOR

By _____ GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

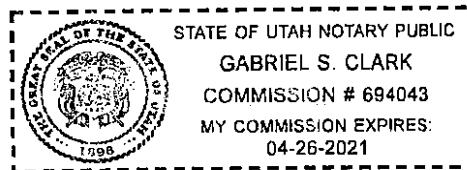
STATE OF Utah)
) ss.
County of Davis)

On this 2nd day of January, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Sheldon (name), known or identified to me to be the Manager (president / vice-president / secretary / assistant secretary) of the ~~corporation~~ ^{LLC} 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 Weber School Development, 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.

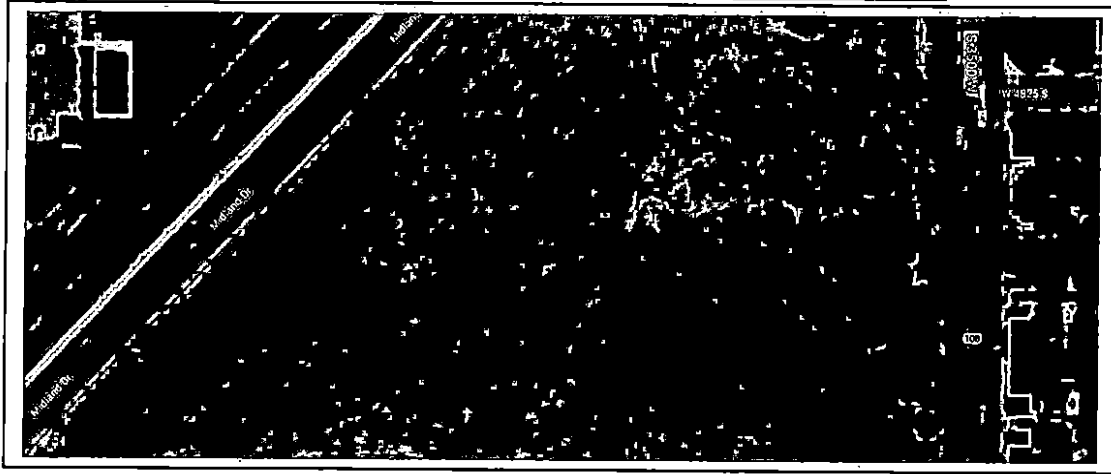
[Signature]
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Hooper, UT (city, state)
My Commission Expires: 26/4/21 (d/m/y)



PART OF THE NE.1/4, OF SECTION 16, T.5N., R.2W., S.L.B. & M.
COUNTRY MEADOWS COMMERCIAL SUBDIVISION

IN ROYCITY



[Handwritten Signature] 01/02/2020

CC#:11461 WO#:6746359
Landowner: WEBER SCHOOL DEVELOPMENT LLC
Drawn by: Landon Lucero

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