

REV101512

Return to:
Rocky Mountain Power
Ryan Cook
1438 W. 2550 S.
Ogden, Ut 84401



W2714328

E# 2714328 PG 1 OF 3
ERNEST D ROWLEY, WEBER COUNTY RECORDER
15-DEC-14 1001 AM FEE \$0.00 DEP TDT
REC FOR: OGDEN CITY

Project Name: Ogden City Airport
Project Tract Number: _____
WO#: 5877723
RW#: _____

RIGHT OF WAY EASEMENT

For value received, **Ogden City**, ("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 5 feet in width and 5 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, 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 SECTION 1, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND PART OF MANSION HEIGHTS ADDITION, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 0D03'30" EAST 207.08 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE STATE HIGHWAY FROM THE NORTHEAST CORNER OF SAID SECTION 1, AND RUNNING THENCE SOUTH 4630 FEET ALONG THE EAST SECTION LINE TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.P.R.R. CO., THENCE SOUTH 38D15' WEST 564 FEET TO THE SOUTH LINE OF SAID SECTION 1, THENCE WEST 2061 FEET TO THE EAST LINE OF THE OGDEN-HINCKLEY AIRPORT REDEVELOPMENT PROJECT AREA; THENCE NORTH 3960 FEET MORE OR LESS TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY, AND THE CORPORATE LIMITS OF OGDEN CITY, THENCE NORTH 67D16' EAST 873.94 FEET, THENCE NORTH 71D57'29" EAST 418.52 FEET, THENCE NORTH 79.94 FEET, THENCE NORTH 67D15' EAST 1422.68 FEET TO THE POINT OF BEGINNING. EXCEPT 4 PARCELS DEEDED TO WILLIAMS RESEARCH CORPORATION (1224-545) (1255-872) (1366-497); AND 3 PARCELS DEEDED TO WILLIAMS INTERNATIONAL CORPORATION (1423-1745) (1565-443), AND 1 PARCEL DEEDED TO EDDIE R WELLS & JANET P WELLS (1650-1727). EXCEPT THAT PARCEL DEEDED IN (BOOK 1667 PAGE 1408).

Assessor Parcel No.

080010001 *[Signature]*

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 therefore) the future right to keep the right of way and adjacent lands 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), 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.

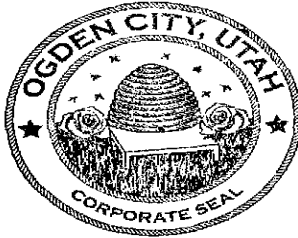
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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 12th day of December, 2014.

[Signature]
GRANTOR

GRANTOR



ATTEST

[Signature]
Acting City Recorder

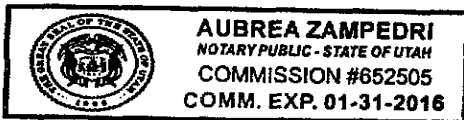
Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Weber)

On this 12th day of December, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Mayor Caldwell (name), known or identified to me to be the mayor (~~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.

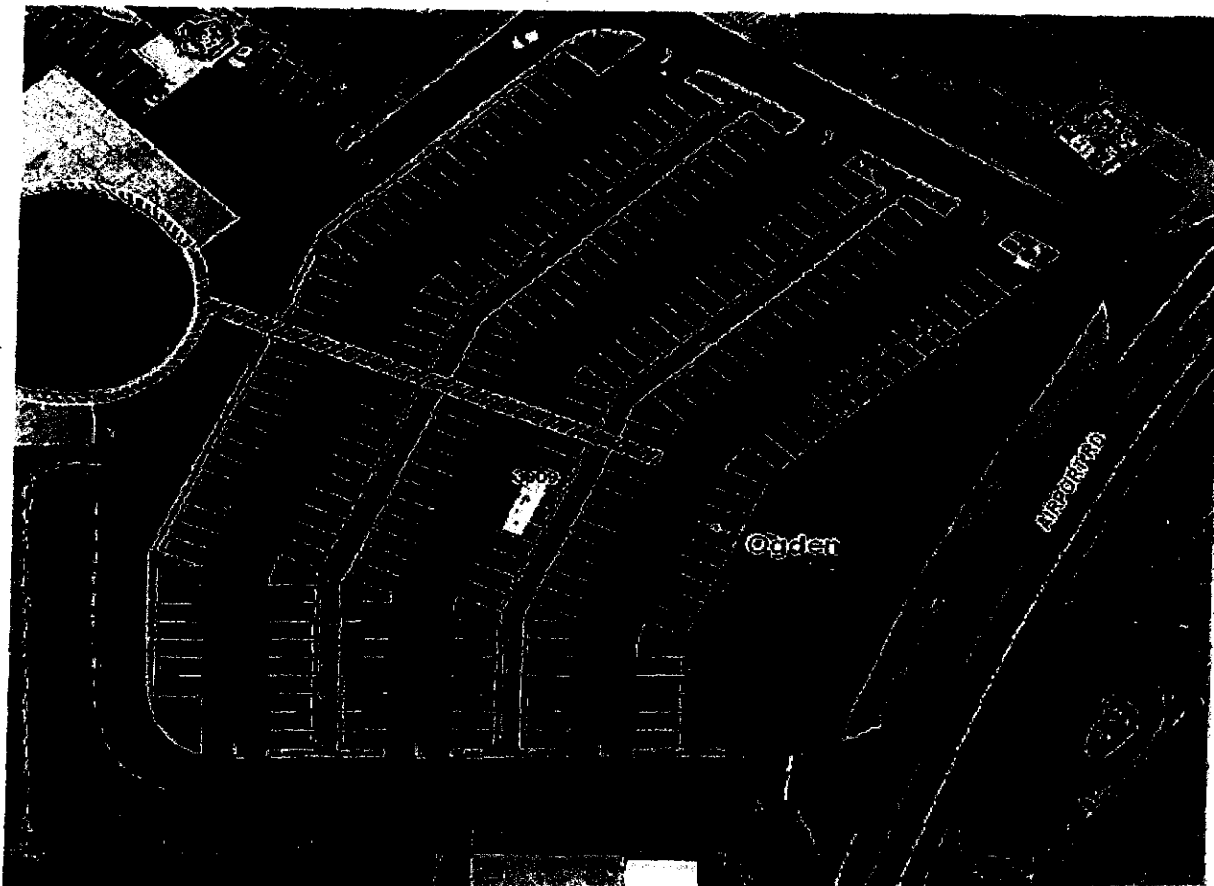
[Signature]
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Weber County (city, state)
My Commission Expires: 01/31/2016 (d/m/y)

Property Description

Quarter: _____ Quarter: _____ Section: 01 Township 05 (N or S),
Range 002 (E or W), _____ 11 Meridian
County: Weber State: Utah
Parcel Number: 080010001



CC#: WO#:

Landowner Name:

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



SCALE: