

REV05042015

Return to:  
Rocky Mountain Power  
Lisa Louder/Roy Avery  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116



\*W3217133\*

Project Name: Geneva Rock Power Pole Relocation  
WO#: 8018340  
RW#: 2022JSS002

**RIGHT OF WAY EASEMENT**

For value received, **GENEVA ROCK PRODUCTS, INC., a Utah corporation**, (“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 236.95 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, 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 shown on Exhibit “A” attached hereto and by this reference made a part hereof:

Legal Description:

A 10 FOOT WIDE EASEMENT, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT, SAID POINT BEING S00°22'18"W ALONG THE SECTION LINE, 2604.57 FEET AND N89°37'42"W 2018.85 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36; THENCE S43°47'10"W 236.95 FEET TO THE POINT OF TERMINUS. THE SIDES OF SAID EASEMENT ARE EXTENDED TO OR TERMINATED AT GRANTOR'S PROPERTY.

CONTAINING 2,370 S.F. OR 0.054 ACRES

Assessor Parcel No. 15-101-0028

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. Whenever practicable, Grantee shall use existing roadways to access the right of way.

Grantee, following the installation or maintenance of the facilities, shall restore the surface of the right of way and easement, and any improvements, to, as near practicable, the condition of the surface, and prior to said installation or maintenance.

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 reasonably determined by Grantee, with the purposes for which this easement has been granted.

Each party will defend and indemnify and hold harmless the other party from and against liability, damage, loss, costs, and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party or by its agents, employees and assigns, unless such injury or damage resulted from the sole negligence of the other party.

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<sup>th</sup> day of January, 2022.

Shane Albrecht V.P.  
written name of who is signing GRANTOR

Shane Albrecht  
Signature

STATE OF Utah )  
 ) ss.  
County of Weber )

On this 18<sup>th</sup> day of January, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Shane Albrecht (name), known or identified to me to be the Vice President (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 Geneva Rock Products Inc. (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.

Kathleen E. Green

(Notary Signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Willard, Utah (city, state)  
My Commission Expires: 3-25-2025 (d/m/y)

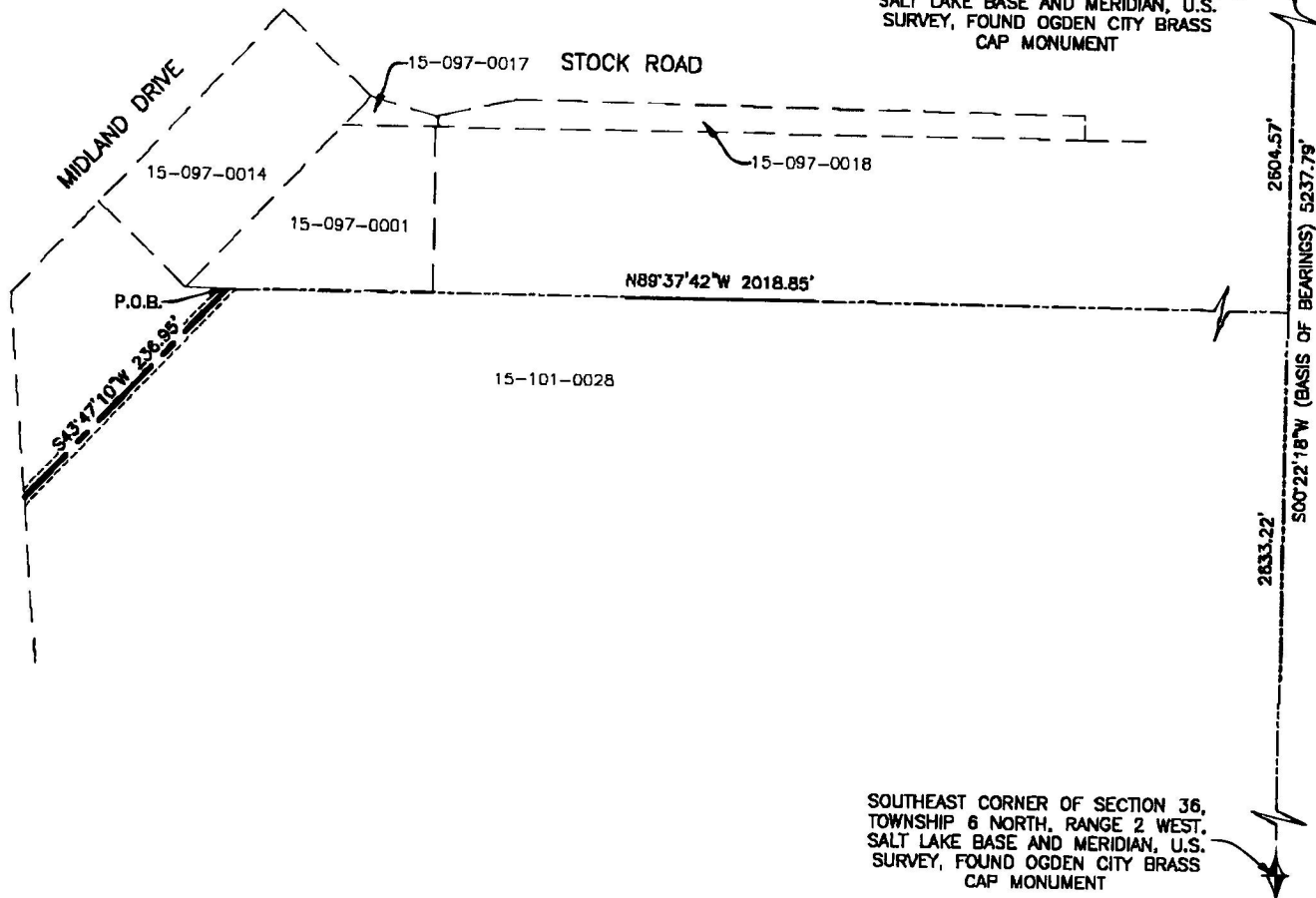


# Property Description

Quarter: \_\_\_\_\_ Quarter: **NE&SE** Section: **36** Township **6N** (N or S),  
 Range **2W** (E or W), **S.L.B.&** Meridian  
 County: **WEBER** State: **UTAH**  
 Parcel Number: **15-101-0028**



NORTHEAST CORNER OF SECTION 36,  
 TOWNSHIP 6 NORTH, RANGE 2 WEST,  
 SALT LAKE BASE AND MERIDIAN, U.S.  
 SURVEY, FOUND OGDEN CITY BRASS  
 CAP MONUMENT



SOUTHEAST CORNER OF SECTION 36,  
 TOWNSHIP 6 NORTH, RANGE 2 WEST,  
 SALT LAKE BASE AND MERIDIAN, U.S.  
 SURVEY, FOUND OGDEN CITY BRASS  
 CAP MONUMENT

CC#: **11461** WO#: **8018340**  
 Landowner Name: **GENEVA**  
 Drawn by: **NKA**

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: **1"=150'**