



\*W2877213\*

REV101512

Return to:

Rocky Mountain Power  
Lisa Louder/ *Cathy Jackson*  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

EH 2877213 PG 1 OF 5  
LEANN H KILTS, WEBER COUNTY RECORDER  
06-SEP-17 1205 PM FEE \$18.00 DEP JKC  
REC FOR: ROCKY MOUNTAIN POWER

Project Name: Leadership Learning Academy - Ogden  
Tract Number:  
WO#: *6258621*  
RW#:

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, South Salt Lake School Development II, LLC ("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 235.17 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 ~~Salt Lake 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:

A 10 FOOT WIDE EASEMENT IN FAVOR OF ROCKY MOUNTAIN POWER, IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT THAT IS NORTH 89°09'45" WEST 465.25 FEET AND SOUTH 0°07'14" EAST 23.66 FEET FROM A STREET MONUMENT IN THE ORIGINAL INTERSECTION OF 2ND STREET AND HARRISON BOULEVARD, AND RUNNING THENCE SOUTH 42°48'14" WEST 235.17 FEET TO THE POINT OF TERMINATION.

Assessor Parcel No. 12-002-0035

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.


**ORIGINAL**

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 16 day of FEB, 2017.

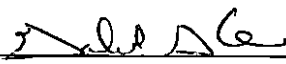
  
\_\_\_\_\_  
**Ogden School Development III, LLC GRANTOR**

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

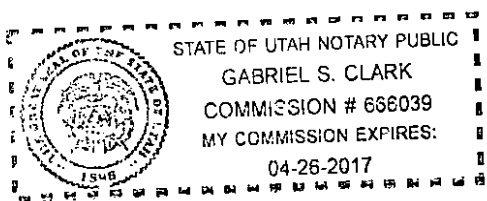
STATE OF Utah )  
 ) ss.  
County of Davis )

On this 16<sup>th</sup> day of Feb., 2017, 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.

  
\_\_\_\_\_  
(notary signature)

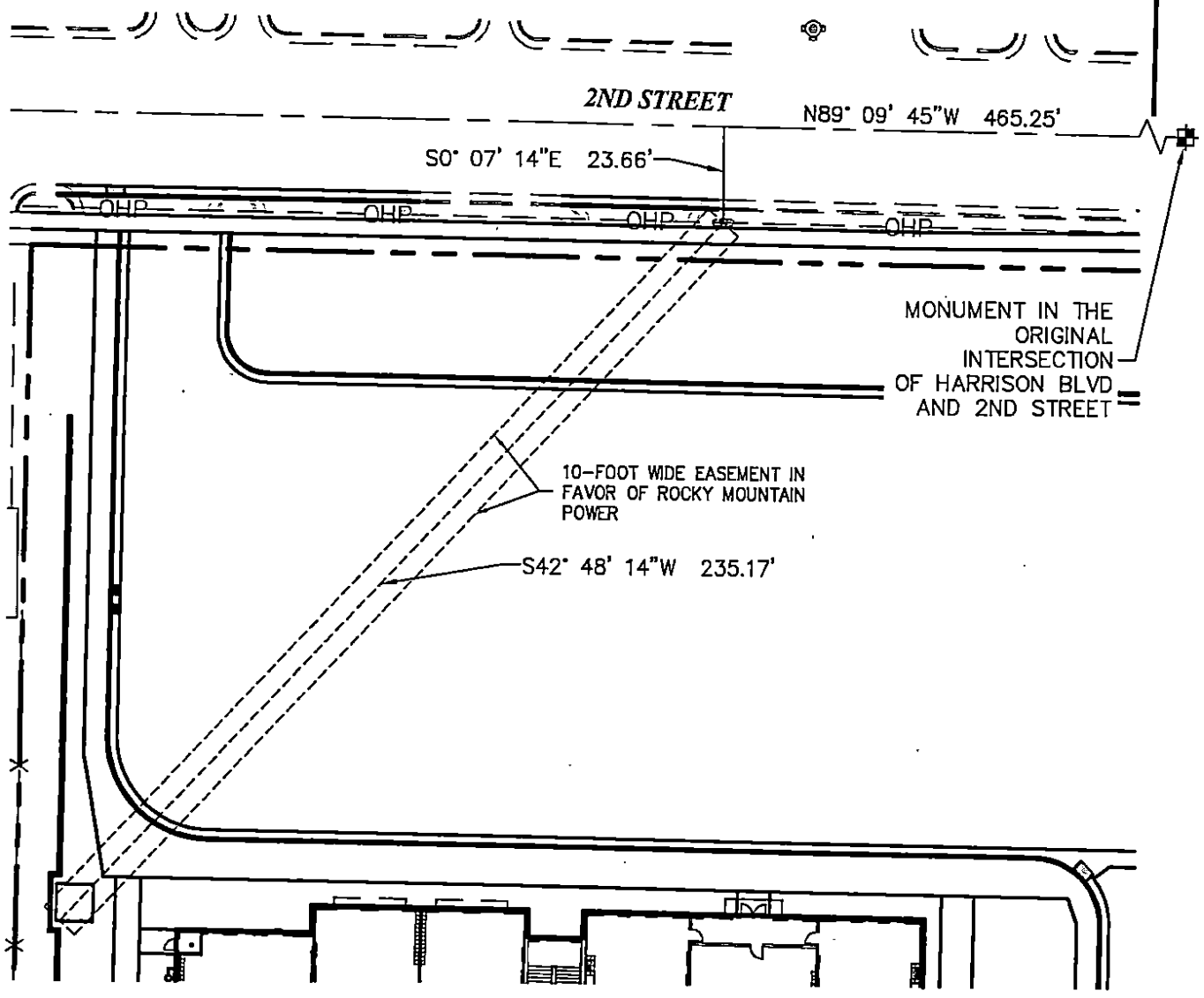
NOTARY PUBLIC FOR Utah (state)



Residing at: Hooper, Utah (city, state)  
My Commission Expires: 26/4/17 (d/m/y)

**Property Description**

Quarter: NE Section: 16 Township 6N Range 1W Salt Lake Base and Meridian  
 County: Weber ~~State~~: Utah  
 Parcel Number: 12-002-0035



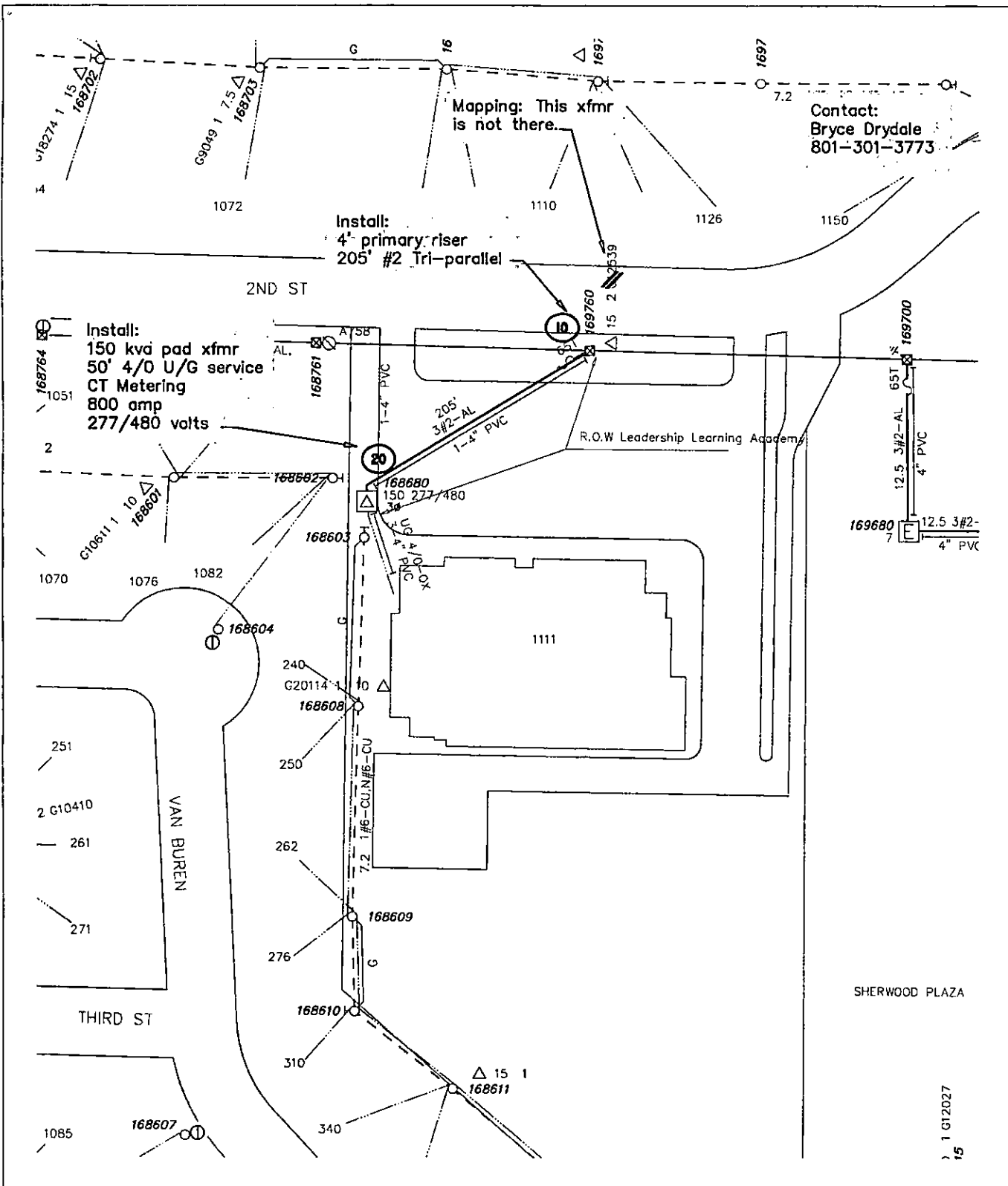
CC#: WO#:  
 Landowner: Ogden School Development III, LLC  
 Drawn by: MJ

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" = 40'



Contact:  
Bryce Drydale  
801-301-3773

Install:  
4" primary riser  
205' #2 Tri-parallel


Install:  
150 kva pad xfmr  
50' 4/0 U/G service  
CT Metering  
800 amp  
277/480 volts

R.O.W Leadership Learning Academy

12.5 3#2-AL  
4" PVC

SHERWOOD PLAZA

1 G12027  
15

Foreman		Emp #	Job Start Date	 <p><b>PACIFICCORP</b> A BERKSHIRE HATHAWAY ENERGY COMPANY</p>
CC#	WO# / REQ#	Map String	Job Comp Date	
CUSTOMER : Leadership Learning Academy ADDRESS : 1111 E 2nd Street Ogden, Utah		006258621	11206001.0	<p>1 OF 1</p> <p>EST ID#    Print Date    Scale</p> <p>                 02/16/17    1=100'</p>
Circuit		Post Jobs	RQI	
PIO11		Posted		