

REV05042015

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

Project Name: Taylor Landing sewer lift station  
WO#: 8092985  
RW#:

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **Weber County** (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 100 feet in width and 100 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 East Half of the Northwest Quarter of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian described as follows:  
Commencing at the West Quarter Corner of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian monumented with a Brass Cap; thence S 89°13'14" E 2648.17 feet along the south line of the Northwest Quarter of said Section 28 to the Center Section Corner of Section 28; thence N 00°42'57" E 1349.58 feet along the North-South Quarter Section line; thence N 89°17'03" W 33.00 feet POINT OF BEGINNING and running  
thence N 89°13'14" W 100.00 feet;  
thence N 00°42'57" E 100.00 feet; BT  
thence S 89°13'14" E 100.00 feet;  
thence S 00°42'57" W 100.00 feet;

Assessor Parcel No. 15-078-0174

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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*written name of who is signing*      **GRANTOR**

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*Signature*

**Acknowledgment by Trustee, or Other Official or Representative Capacity:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (representative's name), known or identified to me to be the person whose name is subscribed as \_\_\_\_\_ (title/capacity in which instrument is executed) of \_\_\_\_\_ and acknowledged to me that (he/she/they) executed the same.

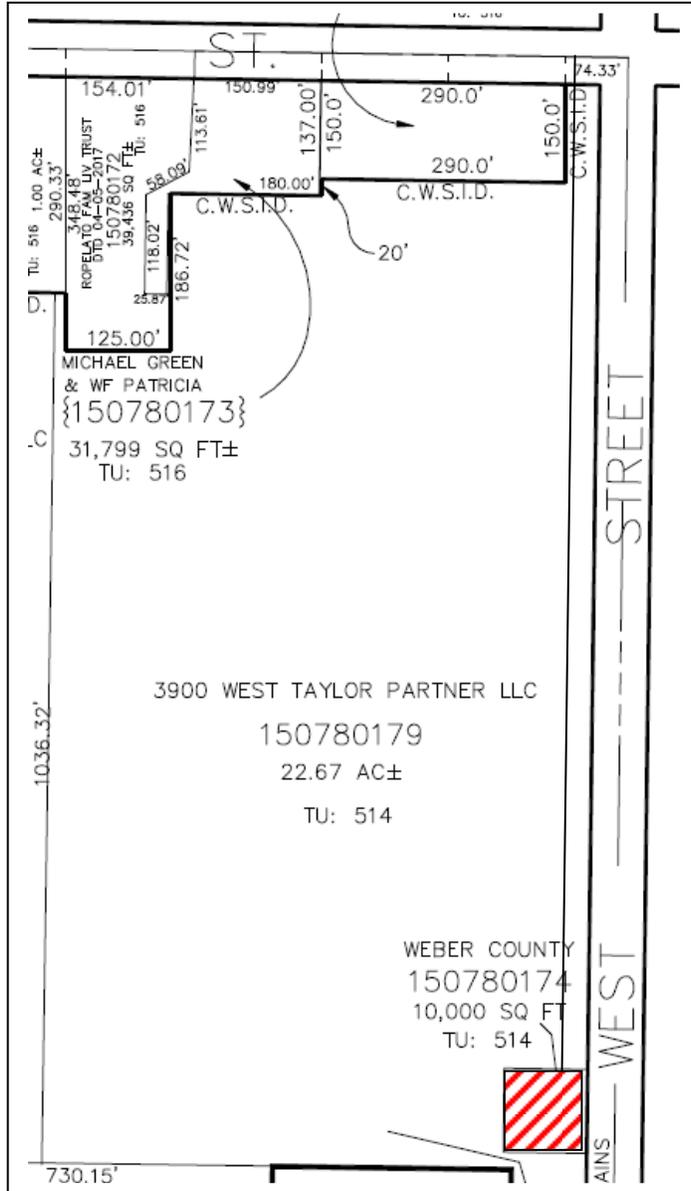
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

# Property Description

Quarter: NE Quarter: NW Section: 28 Township 6 N (N or S),  
 Range 2 W (E or W), Salt Lake Base & Meridian  
 County: Weber State: Utah  
 Parcel Number: 15-078-0174



CC#: 11461 WO#: 8092985

Landowner Name: Weber County

Drawn by: R. Avery

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: Not to Scale