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3094739 PG 1 OF 3  
LEAHY H KILTS- WEBER COUNTY RECORDER  
21-001-20 1050 AM FEE \$40.00 REP PA  
REC FOR: WADMAN INVESTMENTS

Return to:  
NON TYPICAL COMMERCIAL PROPERTIES LLC  
1900 S 4600 W  
Malad, ID 83252

Grantor Parcel Number: 200350046  
Grantee Parcel Number: 200340003

**RIGHT-OF-WAY**

For value received, Wadman Investments LLC, (“Grantor”), hereby grants to Non Typical Commercial Properties LLC its successors and assigns, (“Grantee”), an easement for a RIGHT-OF-WAY and Utility lines, including but not limited to power, water, gas, and communications, 60.00 feet in width for the construction, reconstruction, operation, maintenance, and repair of a private road and all necessary or desirable accessories and appurtenances thereto, including without limitation: on, over, or under the surface of the real property of Grantor in **Weber** County, State of **Utah** said RIGHT-OF-WAY and Utility easement is 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 PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLD SNOW BASIN ROAD BEING LOCATED NORTH 02°05’33” EAST 1492.93 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00’00” EAST 106.77 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 23; RUNNING THENCE NORTH 21°00’26” EAST 42.00 FEET; THENCE ALONG THE ARC OF A 412.16 FOOT RADIUS CURVE TO THE LEFT 141.95 FEET, HAVING A CENTRAL ANGLE OF 19°43’57”, CHORD BEARS NORTH 17°22’49” WEST 141.25 FEET; THENCE NORTH 29°39’55” WEST 91.44 FEET; THENCE ALONG THE ARC OF A 317.99 FOOT RADIUS CURVE TO THE RIGHT 217.29 FEET, HAVING A CENTRAL ANGLE OF 39°09’04”, CHORD BEARS NORTH 02°04’00” EAST 213.08 FEET; THENCE ALONG THE ARC OF A 218.57 FOOT RADIUS CURVE TO THE RIGHT 171.35 FEET, HAVING A CENTRAL ANGLE OF 44°55’11”, CHORD BEARS NORTH 41°51’17” EAST 167.00 FEET; THENCE ALONG THE ARC OF A 61.34 FOOT RADIUS CURVE TO THE LEFT 126.44 FEET, HAVING A CENTRAL ANGLE OF 118°05’43”, CHORD BEARS NORTH 11°50’25” EAST 105.22 FEET; THENCE NORTH 50°18’02” WEST 90.61 FEET; THENCE ALONG THE ARC OF A 626.93 FOOT RADIUS CURVE TO THE RIGHT 93.43 FEET, HAVING A CENTRAL ANGLE OF 08°32’19”, CHORD BEARS NORTH 54°25’14” WEST 93.34 FEET TO THE GRANTEE’S EAST PROPERTY LINE; THENCE ALONG SAID GRANTEE’S EAST PROPERTY LINE NORTH 02°05’33” EAST 78.47 FEET; THENCE ALONG THE ARC OF A 566.93 FOOT RADIUS CURVE TO THE LEFT 136.88 FEET, HAVING A CENTRAL ANGLE OF 13°50’02”, CHORD BEARS SOUTH 52°12’24” EAST 136.55 FEET; THENCE

SOUTH 50°18'02" EAST 96.47 FEET; THENCE ALONG THE ARC OF A 121.34 FOOT RADIUS CURVE TO THE RIGHT 247.71 FEET, HAVING A CENTRAL ANGLE OF 116°57'48"; CHORD BEARS SOUTH 10°22'49" WEST 206.88 FEET; THENCE ALONG THE ARC OF A 158.57 FOOT RADIUS CURVE TO THE LEFT 122.86 FEET, HAVING A CENTRAL ANGLE OF 44°23'39", CHORD BEARS SOUTH 41°10'43" WEST 119.81 FEET; THENCE ALONG THE ARC OF A 257.99 FOOT RADIUS CURVE TO THE LEFT 171.44 FEET, HAVING A CENTRAL ANGLE OF 38°04'27", CHORD BEARS SOUTH 02°52'26" WEST 168.30 FEET; THENCE SOUTH 29°39'55" EAST 85.94 FEET; THENCE ALONG THE ARC OF A 472.16 FOOT RADIUS CURVE TO THE RIGHT 170.67 FEET, HAVING A CENTRAL ANGLE OF 20°42'38", CHORD BEARS SOUTH 17°03'01" EAST 169.74 FEET; THENCE ALONG THE ARC OF A 46.15 FOOT RADIUS CURVE TO THE RIGHT 44.62 FEET, HAVING A CENTRAL ANGLE OF 55°23'42", CHORD BEARS SOUTH 21°00'09" WEST 42.90 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE LEFT 60.52 FEET, HAVING A CENTRAL ANGLE OF 26°04'19", CHORD BEARS SOUTH 89°42'35" WEST 60.00 FEET TO THE POINT OF BEGINNING.

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.

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.

Wadman Investments LLC

Dated this 19 day of October, 2020.

DAVID WADMAN - Managing Member  
Printed Name/Title Grantor

David Wadman  
Signature Grantor

### ACKNOWLEDGEMENT

STATE OF UTAH )  
                              ) §  
COUNTY OF WEBER )

On this 19 day of October, <sup>2020</sup>2019, personally appeared before me David Wadman, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Managing Member of Wadman Investments LLC, and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Grantor acknowledged to me that said Corporation executed the same.



STAMP

Jerilyn Martin

NOTARY PUBLIC