

When recorded return to:
Rocky Mountain Power
Lisa Louder
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

RETURNED
JUL 20 2010

Project Name: Skypark Distribution

E 2540774 B 5070 P 132-135
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/20/2010 10:06 AM
FEE \$16.00 Pgs: 4
DEP RTT REC'D FOR ROCKY MOUNTAIN P
OWER

Tract Number: 1
WO#: 5375661
RW#: 20090043

06-095-0162

EASEMENT

For value received, **Woods Cross City** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), and easement **10 feet in width and 228.2 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 Davis 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:

An easement of varying widths and 228.2 feet in length, more or less, located in the City of Woods Cross, Davis County, Utah.

An easement 10 feet in width, being 5 feet on each side of the following described survey line:

Beginning on the southwesterly boundary line of the Grantor's land, said southeasterly boundary line also being the northeasterly right of way line of Wildcat Way, at a point 1,872 feet north and 580 feet east, more or less, from the south one quarter corner of Section 36, T.2N., R. 1W, S.L.M. thence N.82° 15'E. 46.5 feet, more or less, to a new pole on said Grantor's land, thence UNDERGROUND N.74° 53'E. 181.7 feet, more or less, to the easterly boundary line of said land and being in the NW1/4 of the SE1/4 of said Section 36. (Containing 2,282.00 square feet and/or 0.05 of an acre, more or less.)

Except from the above that portion of line over, across, under and/or upon 2600 South Street rights of way.

Assessor Parcel No.

06-095-0162

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 easement 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 on or within the boundaries of the easement. Grantor shall have the right to use the above described property, except for the purposes for which this easement is granted to Grantee, provided such use does not unreasonably interfere with Grantee's facilities.

Grantee, following installation, maintenance or repair of Grantee's facilities, shall promptly restore all property through with the work traverses and any improvements located thereon to as near their condition prior to the installation, maintenance or repair as is reasonably possible

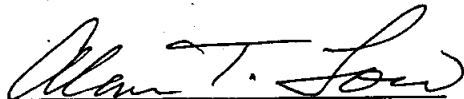
Grantee hereby agrees to indemnify, protect, defend and hold harmless Grantor, its' officers, employees, successors, and assigns, from claims, liabilities, damages, costs and expenses including attorney fees arising out of any act or omission of Grantee, its' successors, and assigns in connection with the construction, operation, or maintenance of Grantee's improvements upon this Easement.

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


Dated this 6th day of July, 2010.

WOODS CROSS CITY

ATTEST:



City Recorder

By: 

Kent M. Parry, Mayor

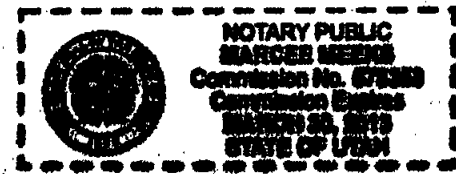


GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH)
 : SS
COUNTY OF DAVIS)

On the 6th day of July, 2010, personally appeared before me Kent Parry, who being duly sworn, did say that he is the Mayor of Woods Cross City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Kent Parry acknowledged to me that the City executed the same.

Mancee Meeko
Notary Public

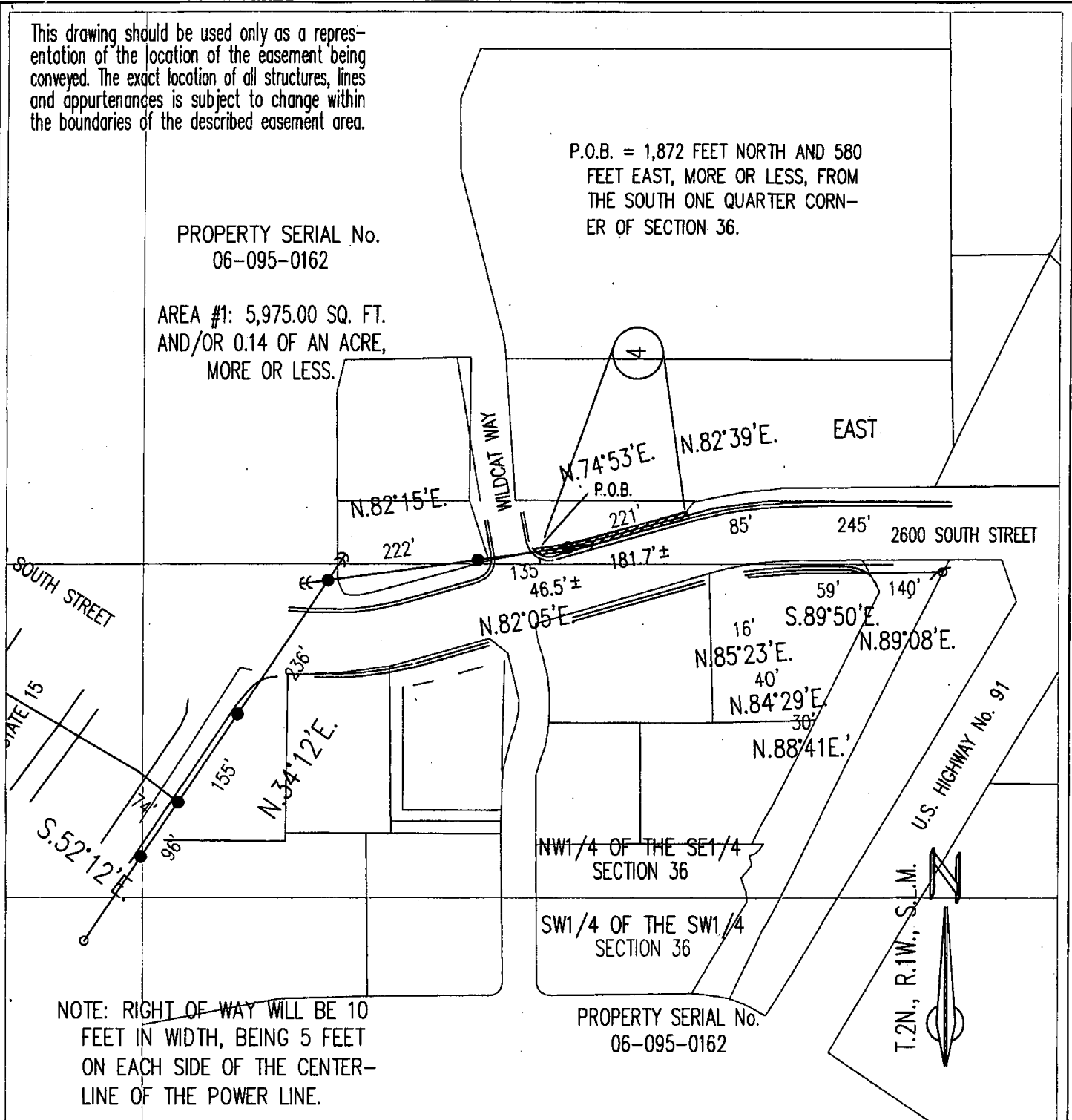


This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

PROPERTY SERIAL No.
06-095-0162

AREA #1: 5,975.00 SQ. FT.
AND/OR 0.14 OF AN ACRE,
MORE OR LESS.

P.O.B. = 1,872 FEET NORTH AND 580 FEET EAST, MORE OR LESS, FROM THE SOUTH ONE QUARTER CORNER OF SECTION 36.



NOTE: RIGHT OF WAY WILL BE 10 FEET IN WIDTH, BEING 5 FEET ON EACH SIDE OF THE CENTER-LINE OF THE POWER LINE.

PROPERTY SERIAL No.
06-095-0162

DATE: FEBRUARY 3, 2010
 SPONSOR: GARY MONTANEZ
 SURVEYED BY: U.P.& L.Co./K.E.L.
 DRAFTED BY: DAN T. BOYD
 CHECKED BY: D. T. Boyd
 PLOT SCALE: 1" = 1'
 CAD No: C:\DWG\5377549.DWG

EXHIBIT "A"
 OVERHEAD/UNDERGROUND DISTRIBUTION LINE LOOP FROM
 THE SKYPARK SUBSTATION CROSSING UNION PACIFIC
 RAIL ROAD TRACKS AT 1100 NORTH AND 1000 WEST
 EASEMENT No. 4
 WOODSCROSS, DAVIS COUNTY, UTAH

APPROVAL
 DAN J. WATANABE
 MANAGER/ENGINEERING-ENV



DAVIS METRO AREA

SCALE: 1" = 200' SHEET 1 OF 1 PN 5377549 REF. REV.