

REV101512
Return to:
Rocky Mountain Power
Property Management Department
1407 West North Temple
Salt Lake City, UT 84140

E 2823582 B 6102 P 676-680
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/15/2014 02:24 PM
FEE \$0.00 Pgs: 5
DEP RTT REC'D FOR FOUNDERS TITLE C
0 - LAYTON

Project Name: _____
Project Tract Number: _____
WO#: _____
RW#: _____

RETURNED
SEP 15 2014

PIN No. 10944
Project No. F-115-7(301)313
Parcel No. 115-7:109:UE
Tax ID No. 06-095-0162 pt

RIGHT OF WAY EASEMENT

For value received, Woods Cross City, a municipal corporation of the state of Utah, ("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 and 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:

a perpetual easement, upon part of an entire tract of property, situate in the NE1/4SW1/4 of Section 36, T.2N., R.1W., S.L.B.&M., in Davis County, Utah, for the purpose of constructing and maintaining thereon public utilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and distribution lines, power pole and guy anchors easement to facilitate the construction of the existing 2600 South Street known as Project No. F-115-7(301)313. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which is 2129.27 ft. S. 89°37'22" W. along the section line and 1874.58 ft. N. 00°22'38" W. from the Southeast corner of said Section 36, said point is also 65.60 ft. perpendicularly distant northerly from the 2600 South Street Control Line opposite approximate engineer station 2620+72.15; and running thence N. 57°12'31" W 7.85 ft. to a point 71.52 ft. perpendicularly distant northerly from said control line opposite engineer station 2620+67.00; thence N. 81°05'39" E. 19.97 ft.; thence N. 73°51'17" E. 39.19 ft. parallel with said control line; thence S. 16°08'43" E. 3.40 ft.; thence S. 73°51'17" W. 53.85 ft. parallel with said control line to the point of beginning. The above described part of an entire tract of land contains 210 square ft. in area or 0.005 acre, more or less.

(Note: Rotate all bearings in the above description 00°34'26" clockwise to obtain highway bearings.)

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.

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 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 20th day of August, 2014.

~~Woods Cross City~~ Rick Evershaw
(Insert Grantor Name Here) GRANTOR
Rick Evershaw, Mayor Woods Cross City

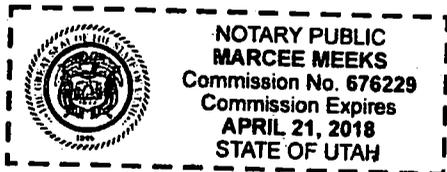
(Insert Grantor Name Here) GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Davis)

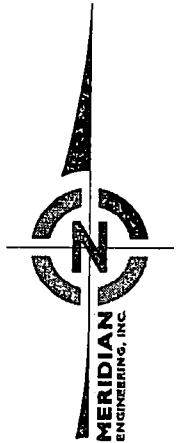
On this 20th day of August, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Rick Evershaw (name), known or identified to me to be the (~~president / vice-president / secretary / assistant secretary~~) Mayor of the corporation, or the (manager / member) of the 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.

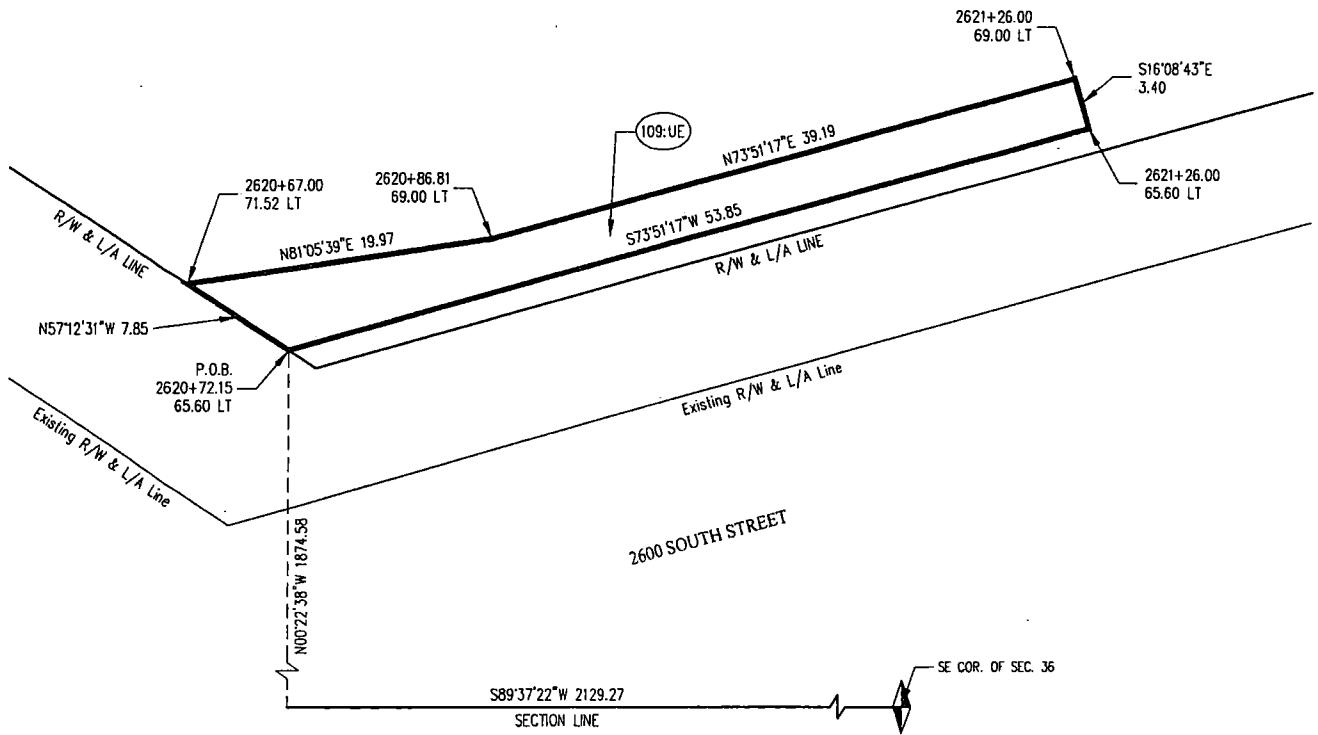


Marcee MEEKS
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Woods Cross, Ut, Davis Co (city, state)
My Commission Expires: 4-21-18 (d/m/y)



NW1/4 SE1/4
OF SEC. 36



109:UE AREA = 210 SF, 0.005 AC

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.

SCALE: N.T.S. DATE: 06/19/2014

BY: GKD

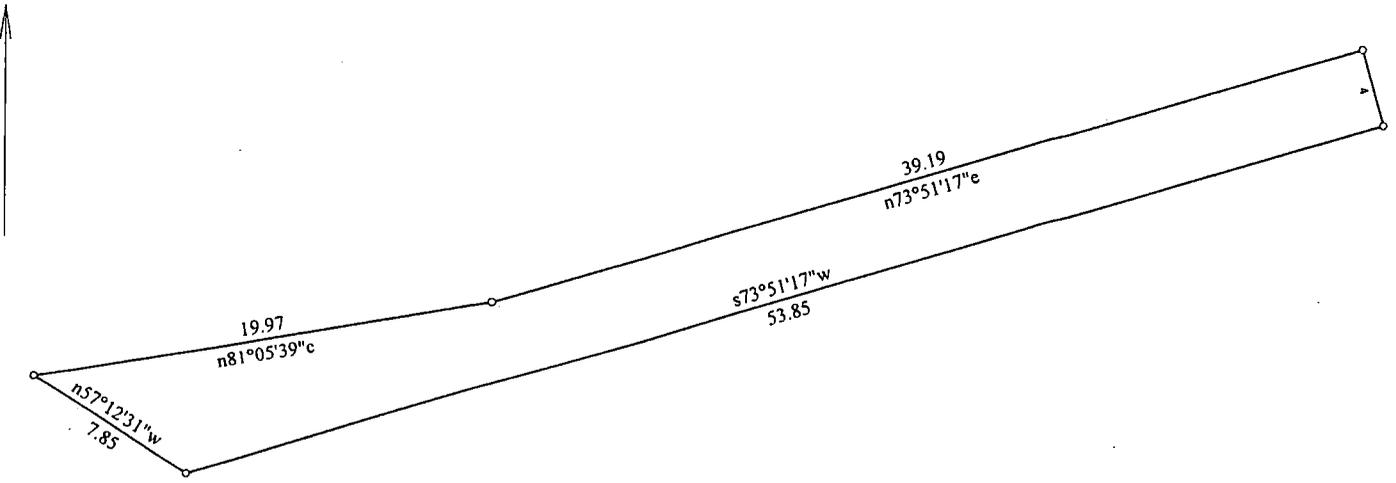
CKD: TB

APP:



EXHIBIT A
PORTION SEC. 36,
T.2N., R.1W., SLB&M
SALT LAKE COUNTY, UTAH





Title: Parcel 109:UE		Date: 06-16-2014
Scale: 1 inch = 8 feet	File: 10944_F-I15-7(301)313_14P_109_UE_DeedPlot.des	
Tract 1: 0.005 Acres: 210 Sq Feet: Closure = s85.0802e 0.01 Feet: Precision =1/19978: Perimeter = 124 Feet		
001=/s89.3722w 2129.27	004=n81.0539e 19.97	007=s73.5117w 53.85
002=/n00.2238w 1874.58	005=n73.5117e 39.19	
003=n57.1231w 7.85	006=s16.0843e 3.40	