

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 148420  
Salt Lake City, UT 84114-8420

E 2848041 B 6203 P 195-214

RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER

02/12/2015 11:19 AM

Fee \$0.00 Page: 20

DEP RT REC'D FOR FOUNDERS TITLE C  
UTON

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## Utah Department of Transportation

### Right of Entry and Occupancy Agreement

Project No: F-I(5-7(301)313      Parcel No.(s): 102, 102:2E, 102:E, 102:UE

Job/Proj / Auth No: 54007      Pin No: 10944

Project Location: I-15; South Davis Operational Upgrades

RETRNED

County of Property: DAVIS      Tax ID / Sidwell No: 06-094-0021

FEB 12 2015

Property Address: 1117 North Overland Street NORTH SALT LAKE UT, 84054

Owner / Grantor (s): Phillips 66 Company, a Delaware Corporation

Owner's Address: 1232 Park Street Suite 300, Paso Robles, CA, 93446

Owner's Home Phone:      Owner's Work Phone: (562)290-1540

Acquiring Entity: Utah Department of Transportation (UDOT)

#### For the subject property described in the attached deed (Exhibit A).

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Phillips 66 Company, a Delaware Corporation ("Property Owners") and Utah Department of Transportation (UDOT).

Property Owners hereby grant to UDOT, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to occupy and commence construction or other necessary activity on the property sought to be acquired/occupied with this Agreement, and to do whatever construction, relocation of utilities, and other work as may be required in furtherance of the state transportation project, located on the property described in attached Exhibit A. This Agreement is made in anticipation of a possible condemnation action by UDOT and is intended to provide for the entry and occupancy of the property pending further negotiations or the filing and pursuit of condemnation proceedings and possible alternative informal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have waived and abandoned all defenses to the acquisition of the property.

The sum of \$531,000.00 (the "Deposit") will be paid into escrow, a non-interest bearing account, at a title company for the benefit of Property Owners as consideration for entering into this Agreement. UDOT will be responsible for the expenses of the escrow account. This amount paid into escrow shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action should one be pursued to acquire the property that is determined to be necessary for the project. The amount paid will be for the purposes of this Agreement only, and will not be admissible as evidence in any subsequent process used to establish the value of the property or the amount of compensation that may be due to the Property Owners. Property taxes will be the responsibility of the Property Owners until transfer of the deed(s) to UDOT.

The parties to this Agreement understand that a title report may indicate that other third parties may have a claim to part of the proceeds being paid by UDOT to the Property Owners under this Agreement. UDOT will have the right to approve the release of the Deposit from Escrow to Property Owners and to require a conveyance of the subject property from the Property Owners to UDOT prior to the release. It is not the intent of the Agreement to properly assess potential third-party claims. In the event it is later determined that part of the Deposit should properly be paid to other third parties, then UDOT will have the right to require that the third parties participate in the release of the Deposit or the Deposit will be applied to any remaining liens. In the event that UDOT desires to obtain title insurance in connection with the release of the deposit, UDOT will pay the premiums for the title coverage.

This Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A. If

Project No: F-I15-7(301)313	Parcel No.(s): 102, 102:2E, 102:E, 102:UE
Job/Proj / Auth No: 54007	Pin No: 10944
Project Location: I-15; South Davis Operational Upgrades	
County of Property: DAVIS	Tax ID / Sidwell No: 06-094-0021
Property Address: 1117 North Overland Street NORTH SALT LAKE UT, 84054	
Owner / Grantor (s): Phillips 66 Company, a Delaware Corporation	
Owner's Address: 1232 Park Street Suite 300, Paso Robles, CA, 93446	
Owner's Home Phone:	Owner's Work Phone: (562)290-1540

a satisfactory settlement can not be agreed upon, UDOT will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or at its own election, proceed to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, UDOT will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in the Utah Code Annotated 78B-6-522 and 13-43-204 through the Office of the Property Rights Ombudsman.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of UDOT's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. The relocation assistance and payment are available as a matter of right and subject to federal and state law if the Property Owners are displaced by the acquisition of this property and are not conditional upon the Property Owners signing this Right of Entry and Occupancy Agreement.

The effective date of the Right Of Entry and Occupancy Agreement shall be the date this Agreement is executed by the Property Owners, as shown below, and that date shall be the date of value for fair market valuation purposes in the context of settlement negotiations, arbitration, or an eminent domain proceeding, should one be necessary, unless the Property Owners have been previously served with a summons in regard to this property acquisition or the parties have otherwise agreed in writing to a different date for purposes of valuation. It is understood that, according to state law, any additional compensation that is ordered to be paid to the Property Owners for the acquisition of the property will include interest at an annual rate of 8 % on any additional compensation that is determined to be payable to the Property Owners over and above that paid with this Agreement, calculated from the date of entry upon the property.

**Exhibits:**

*[Signatures and Acknowledgments to Follow Immediately]*

Project No: F-I15-7(301)313    Parcel No.(s): 102, 102:2E, 102:E, 102:UE  
Job/Proj / Auth No: 54007    Pin No: 10944  
Project Location: I-15; South Davis Operational Upgrades  
County of Property: DAVIS    Tax ID / Sidwell No: 06-094-0021  
Property Address: 1117 North Overland Street NORTH SALT LAKE UT, 84054  
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Owner's Address: 1232 Park Street Suite 300, Paso Robles, CA, 93446  
Owner's Home Phone:    Owner's Work Phone: (562)290-1540

SIGNATURE PAGE

TO

UTAH DEPARTMENT OF TRANSPORTATION  
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 27<sup>th</sup> day of January, 2015

Bill A. Hallett

Property Owner

Property Owner

Attorney In Fact

Property Owner

Property Owner

TEXAS

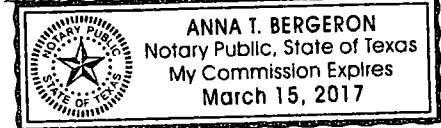
STATE OF UTAH

County of Harris

On the 27<sup>th</sup> day of January, 2015, personally appeared before me

Bill A. Hallett, Attorney-In-Fact the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

Andy Bly  
NOTARY PUBLIC



DATED this 4<sup>th</sup> day of February, 2015

Lyle McMillan, UDOT Director of Right of Way

STATE OF UTAH  
County of Salt Lake

On the 4<sup>th</sup> day of February, 2015, personally appeared before me

James Olszanski the signer(s) of this Agreement for UDOT  
who duly acknowledged to me that they executed the same.

Susan K. Parker  
NOTARY PUBLIC



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 148420  
Salt Lake City, UT 84114-8420



## Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: F-I15-7(301)313    Parcel No.(s): 102, 102:2E, 102:E, 102:UE

Job/Proj / Auth No: 54007    Pin No: 10944

Project Location: I-15; South Davis Operational Upgrades

County of Property: DAVIS    Tax ID / Sidwell No: 06-094-0021

Property Address: 1117 North Overland Street NORTH SALT LAKE UT, 84054

Owner / Grantor (s): Phillips 66 Company, a Delaware Corporation

Owner's Address: 1232 Park Street Suite 300, Paso Robles, CA, 93446

Owner's Home Phone:    Owner's Work Phone: (562)290-1540

**Acquiring Entity: Utah Department of Transportation (UDOT)**

**For the subject property described in the attached deed (Exhibit A).**

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Phillips 66 Company, a Delaware Corporation ("Property Owners") and Utah Department of Transportation (UDOT).

Property Owners hereby grant to UDOT, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to occupy and commence construction or other necessary activity on the property sought to be acquired/occupied with this Agreement, and to do whatever construction, relocation of utilities, and other work as may be required in furtherance of the state transportation project, located on the property described in attached Exhibit A. This Agreement is made in anticipation of a possible condemnation action by UDOT and is intended to provide for the entry and occupancy of the property pending further negotiations or the filing and pursuit of condemnation proceedings and possible alternative informal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have waived and abandoned all defenses to the acquisition of the property.

The sum of \$531,000.00 (the "Deposit") will be paid into escrow, a non-interest bearing account, at a title company for the benefit of Property Owners as consideration for entering into this Agreement. UDOT will be responsible for the expenses of the escrow account. This amount paid into escrow shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action should one be pursued to acquire the property that is determined to be necessary for the project. The amount paid will be for the purposes of this Agreement only, and will not be admissible as evidence in any subsequent process used to establish the value of the property or the amount of compensation that may be due to the Property Owners. Property taxes will be the responsibility of the Property Owners until transfer of the deed(s) to UDOT.

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This Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A. If

Project No: F-115-7(301)313      Parcel No.(s): 102, 102:2E, 102:E, 102:UE

Job/Proj / Auth No: 54007

Pin No: 10944

Project Location: I-15; South Davis Operational Upgrades

County of Property: DAVIS Tax ID / Sidwell No: 06-094-0021

Property Address: 1117 North Overland Street NORTH SALT LAKE UT, 84054

Property Address: 1111 North Overland Street NORTHWEST, PORTLAND  
Owner / Grantor (s): Phillips 66 Company, a Delaware Corporation

Owner / Grantor: (s): Phillips & Company, a Delaware Corporation  
Owner's Address: 1232 Park Street Suite 300, Paso Robles, CA, 93446

Owner's Home Phone: (562)290-1540

2848041

BK 6203 PG 199

a satisfactory settlement can not be agreed upon, UDOT will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or at its own election, proceed to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, UDOT will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in the Utah Code Annotated 78B-6-522 and 13-43-204 through the Office of the Property Rights Ombudsman.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of UDOT's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. The relocation assistance and payment are available as a matter of right and subject to federal and state law if the Property Owners are displaced by the acquisition of this property and are not conditional upon the Property Owners signing this Right of Entry and Occupancy Agreement.

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## Exhibits:

*[Signatures and Acknowledgments to Follow Immediately]*

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Project No: F-115-7(301)313    Parcel No.(s): 102, 102:2E, 102:E, 102:UE

2848041  
BK 6203 PG 200

Job/Proj / Auth No: 54007    Pin No: 10944

Project Location: I-15; South Davis Operational Upgrades

County of Property: DAVIS    Tax ID / Sidwell No: 06-094-0021

Property Address: 1117 North Overland Street NORTH SALT LAKE UT, 84054

Owner / Grantor (s): Phillips 66 Company, a Delaware Corporation

Owner's Address: 1232 Park Street Suite 300, Paso Robles, CA, 93446

Owner's Home Phone:    Owner's Work Phone: (562)290-1540

SIGNATURE PAGE

TO

UTAH DEPARTMENT OF TRANSPORTATION  
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 14<sup>th</sup> day of January, 2015

Property Owner

Jardine Five Development, LC

Sterling J. Jardine  
Property Owner    Sterling J. Jardine, Managing Member

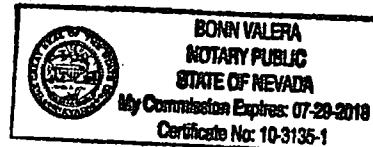
STATE OF ~~UTAH~~ NEVADA

County of Clark

On the 14<sup>th</sup> day of January, 2015, personally appeared before me

Sterling J. Jardine the signer(s) of the Agreement set forth above, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC



DATED this 1<sup>st</sup> day of February, 2015

Lyle McMillan, UDOT Director of Right of Way

STATE OF UTAH

County of Salt Lake

On the 4<sup>th</sup> day of February, 2015, personally appeared before me

James Olschewski the signer(s) of this Agreement for UDOT who duly acknowledged to me that they executed the same.

Susan Kay Parker  
NOTARY PUBLIC



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 148420  
Salt Lake City, UT 84114-8420



## Utah Department of Transportation Right of Entry and Occupancy Agreement

Project No: F-I15-7(301)313      Parcel No.(s): 102, 102:2E, 102:E, 102:UE

Job/Proj / Auth No: 54007      Pin No: 10944

Project Location: I-15; South Davis Operational Upgrades

County of Property: DAVIS      Tax ID / Sidwell No: 06-094-0021

Property Address: 1117 North Overland Street NORTH SALT LAKE UT, 84054

Owner / Grantor (s): Phillips 66 Company, a Delaware Corporation

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Project No: F-115-7(301)313	Parcel No.(s): 102, 102:2E, 102:E, 102:UE
Job/Proj / Auth No: 54007	Pin No: 10944
Project Location: I-15; South Davis Operational Upgrades	
County of Property: DAVIS	Tax ID / Sidwell No: 06-094-0021
Property Address: 1117 North Overland Street NORTH SALT LAKE UT, 84054	
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#### Exhibits:

*[Signatures and Acknowledgments to Follow Immediately]*

Project No: F-115-7(301)313      Parcel No.(s): 102, 102:2E, 102:E, 102:UE  
Job/Proj / Auth No: 54007      Pin No: 10944  
Project Location: I-15; South Davis Operational Upgrades  
County of Property: DAVIS      Tax ID / Sidwell No: 06-094-0021  
Property Address: 1117 North Overland Street NORTH SALT LAKE UT, 84054  
Owner / Grantor (s): Phillips 66 Company, a Delaware Corporation  
Owner's Address: 1232 Park Street Suite 300, Paso Robles, CA, 93446  
Owner's Home Phone:      Owner's Work Phone: (562)290-1540

SIGNATURE PAGE

TO

UTAH DEPARTMENT OF TRANSPORTATION  
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 2 day of February, 2015

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Tenant

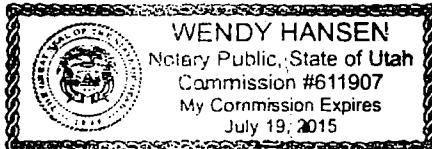
STATE OF UTAH

County of Davis

On the 2 day of February, 2015, personally appeared before me

Kent Lewis the signer(s) of the Agreement set forth above,  
who duly acknowledged to me that they executed the same.

Wendy Hansen



DATED this 4 day of February, 2015

Lyle McMillan, UDOT Director of Right of Way

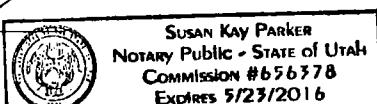
STATE OF UTAH

County of Salt Lake

On the 4th day of February, 2015, personally appeared before me

James Olszewski the signer(s) of this Agreement for UDOT  
who duly acknowledged to me that they executed the same.

Susan Kay Parker



NOT ADV

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Warranty Deed (Corporation)

Davis County

PIN No. 10944  
Project No. F-I15-7(301)313  
Parcel No. I15-7:102  
Tax ID No. 06-094-0021

Phillips 66 Company

a corporation of the State of Delaware Grantor(s),  
hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION,  
at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee,  
for the sum of TEN (\$10.00), Dollars,  
and other good and valuable considerations, the following described parcel of land in  
Davis County, State of Utah, to-wit:

A parcel of land in fee for the widening of the existing 2600 South Street known as Project No. F-I15-7(301)313, being part of an entire tract of property situate in the NE1/4SW1/4 of Section 36, T. 2 N., R. 1 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the southwest corner of said entire tract in the existing northerly right of way line of said 2600 South Street, which corner is 791.51 ft. S. 00°02'47" E. (791.60 ft. South by record) along the section line and 1864.44 ft. S. 89°50'00" E. (1867.70 ft. East by record) from the Northwest corner of the Southwest Quarter of said Section 36, said corner is also 24.49 ft. radially distant northerly from the 2600 South Street Control Line opposite approximate engineer station 2606+10.55; and running thence N. 00°07'56" E. (N. 00°03'00" W. by record) 25.05 ft. along the westerly boundary line of said entire tract to the beginning of a 760.25-foot radius non-tangent curve to the left; thence Easterly 81.08 ft. along the arc of said curve (Note: Chord to said curve bears N. 83°39'45"E. for a distance of 81.04 ft.) to a point 49.50 ft. perpendicularly distant northerly from said control line opposite engineer station 2606+98.45; thence

Continued on Page 2  
COMPANY RW-01C (11-01-03)

PAGE 2

PIN No. 10944  
Project No. F-I15-7(301)313  
Parcel No. I15-7:102

N. 80°36'26" E. 25.92 ft. to a point 49.50 ft. perpendicularly distant northerly from said control line opposite engineer station 2607+24.37 to the existing northerly right of way line and non-access line of 2600 South Street at a point in a 150.00-foot radius non-tangent curve to the right; thence Westerly 43.48 ft. along the arc or said curve (Note: Chord to said curve bears S. 67°23'23" W. for a distance of 43.33 ft.) at a point 39.42 ft. radially distant northerly from said control line opposite engineer station 2606+81.36; thence along said existing northerly right of way line of 2600 South Street the following two (2) courses and distances: (1) S. 00°10'56" W. 21.76 ft. (S. 00°03'00" E. 16.62 ft. by record) at a point 17.89 ft. radially distant northerly from said control line opposite engineer station 2606+78.12; thence N. 89°50'00" W. 66.11 ft. (66.13 ft. by record) along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 2,099 square ft. in area or 0.048 acre, more or less.

(Note: Rotate all bearings in the above description 00°11'45" clockwise to obtain highway bearings.)

**IN WITNESS WHEREOF**, said \_\_\_\_\_  
has caused this instrument to be executed by its proper officers thereunto duly authorized,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

STATE OF \_\_\_\_\_ ) \_\_\_\_\_ Phillips 66 Company \_\_\_\_\_  
 ) ss.  
COUNTY OF \_\_\_\_\_ ) By \_\_\_\_\_

On the date first above written personally appeared before me,  
\_\_\_\_\_, who, being by me duly sworn, says that he is the  
of Phillips 66 Company, a Delaware corporation, and  
that the within and foregoing instrument was signed on behalf of said corporation by authority of  
\_\_\_\_\_, and said  
acknowledged to me that said corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

WITH A COPY TO:  
Century Link  
100 Centurylink Drive  
Monroe, LA 71203

## Easement (Corporation)

Davis County	PIN No.	10944
	Project No.	F-I15-7(301)313
	Parcel No.	I15-7:102:E
	Tax ID No.	06-094-0021

### Phillips 66 Company

a Corporation of the State of Delaware Grantor(s),  
hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION,  
at 4501 South 2700 West, Salt Lake City, Utah 84119 Grantee,  
for the sum of TEN (\$10.00), Dollars,  
and other good and valuable considerations, the following described easement in  
Davis County, State of Utah, to-wit:

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 easement to facilitate the construction of the existing 2600 South Street known as Project No. F-I15-7(301)313. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the existing northerly right of way line of 2600 South Street, which point is 791.51 ft. S. 00°02'47" E. (791.60 ft. South by record) along the section line and 1970.50 ft. S. 89°50'00" E. (East by record) and 38.53 ft. N. 00°10'00" E. from the Northwest corner of the Southwest Quarter of said Section 36, said point is also 49.50 ft. perpendicularly distant northerly from the 2600 South Street Control Line opposite approximate engineer station 2607+24.37; and running thence S. 80°36'26" W. 7.78 ft. along a line parallel with said control line; thence N. 09°23'34" W. 10.00 ft.; thence N. 80°36'26" E. 10.00 ft along a line parallel with said control line; thence S. 09°23'34" E. 9.10 ft. to the existing northerly right of way line and non-access line to the beginning of a 150.00-foot radius non-tangent curve to the right; thence

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PIN No. 10944

Project No. F-I15-7(301)313

Parcel No. 115-7:102:E

Westerly 2.39 ft. along the arc of said curve (Note: Chord to said curve bears S. 58°37'43"W. for a distance of 2.39 ft.) along said existing northerly right of way line and non-access line to the point of beginning. The above described part of an entire tract of land contains 99 square ft. in area or 0.002 acre, more or less.

(Note: Rotate all bearings in the above description  $00^{\circ}11'45''$  clockwise to obtain highway bearings.)

After said construction of cut and/or fill slopes, sidewalks, driveways and appurtenant parts thereof are constructed at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against cut and/or fill slopes, sidewalks, driveways, and appurtenant parts thereof.

IN WITNESS WHEREOF, said \_\_\_\_\_  
has caused this instrument to be executed by its proper officers thereunto duly authorized,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) ss.  
 \_\_\_\_\_ Phillips 66 Company

COUNTY OF \_\_\_\_\_) By \_\_\_\_\_

On the date first above written personally appeared before me,  
\_\_\_\_\_, who, being by me duly sworn, says that he is the  
\_\_\_\_\_of Phillips 66 Company, a Delaware corporation,  
and that the within and foregoing instrument was signed on behalf of said corporation by authority of  
\_\_\_\_\_, and said \_\_\_\_\_  
acknowledged to me that said corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

**Notary Public**

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Easement (Corporation)

Davis County

PIN No. 10944  
Project No. F-I15-7(301)313  
Parcel No. I15-7:102:2E  
Tax ID No. 06-094-0021

Phillips 66 Company

a Corporation of the State of Delaware Grantor(s),  
hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION,  
at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee,  
for the sum of TEN (\$10.00), Dollars,  
and other good and valuable considerations, the following described easement in  
Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, situate in the NE1/4SW1/4 of Section 36, T. 2 N., R. 1 W., S.L.B. & M., in Davis County, Utah, to facilitate the construction of driveway and roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the widening of the existing 2600 South Street known as Project No. F-I15-7(301)313. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the westerly boundary line of said entire tract, which point is 791.51 ft. S. 00°02'47" E. (791.60 ft. South by record) along the section line and 1864.44 ft. S.89°50'00"E. (1867.70 ft. East by record) and 25.05 ft. N. 00°07'56" E. (N. 00°03'00" W. by record) from the Northwest corner of the Southwest Quarter of said Section 36, said point is also 49.50 ft. radially distant northerly from the 2600 South Street Control Line opposite approximate engineer station 2606+12.09; and running thence N. 00°07'56" E. (N. 00°03'00" W. by record) 79.68 ft. along said westerly boundary line; thence

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PIN No. 10944  
Project No. F-I15-7(301)313  
Parcel No. I15-7:102:2E

N.  $84^{\circ}39'08''$  E. 18.97 ft.; thence N.  $34^{\circ}30'23''$  E. 112.35 ft.; thence S.  $56^{\circ}31'05''$  E. 104.04 ft.; thence N.  $35^{\circ}39'04''$  E. 84.65 ft.; thence S.  $52^{\circ}45'11''$  E. 18.12 ft. to the existing northwesterly right of way line and non-access line of said 2600 South Street; thence along said existing northwesterly right of way line and non-access line the following two (2) courses and distances: (1) S.  $34^{\circ}25'56''$  W. (S.  $34^{\circ}15'00''$  W. by record) 142.33 ft. to the beginning of a 150.00-foot radius curve to the right; thence (2) Southwesterly 64.54 ft. along the arc of said curve (Note: Chord to said curve bears S.  $46^{\circ}45'32''$  W. for a distance of 64.05 ft.); thence S.  $80^{\circ}36'26''$  W. 25.92 ft. to the beginning of a 760.25-foot radius curve to the right; thence Westerly 81.08 ft. along the arc of said curve (Note: Chord to said curve bears S.  $83^{\circ}39'45''$  W. for a distance of 81.04 ft.) to the point of beginning. The above described part of an entire tract of land contains 20,926 square ft. in area or 0.480 acre, more or less.

LESS:

Beginning at a point which point is 791.51 ft. S.  $00^{\circ}02'47''$  E. (791.60 ft. South by record) along the section line and 1864.44 ft. S.  $89^{\circ}50'00''$  E. (1867.70 ft. East by record) and 104.73 ft. N.  $00^{\circ}07'56''$  E. (N.  $00^{\circ}03'00''$  W. by record) along the westerly boundary line of said entire tract and 18.97 ft. N.  $84^{\circ}39'08''$  E. and 16.81 ft. S.  $82^{\circ}19'24''$  E. from the Northwest corner of the Southwest quarter of said Section 36, said point is also 125.34 ft. radially distant northerly from the 2600 South Street Control Line opposite approximate engineer station 2606+59.69; and running thence N.  $34^{\circ}30'23''$  E. 74.53 ft.; thence S.  $56^{\circ}31'05''$  E. 75.66 ft.; thence S.  $33^{\circ}00'27''$  W. 93.24 ft.; thence S.  $80^{\circ}36'26''$  W. 22.34 ft.; thence N.  $05^{\circ}32'23''$  W. 44.10 ft.; thence N.  $57^{\circ}06'13''$  W. 33.63 ft. to the point of beginning. The above described part of an entire tract of land contains 6,600 square ft. in area or 0.152 acre, more or less.

The combined area for the above described tract of land less the above described tract of land contains 14,326 square ft. in area or 0.328 acre, more or less.

(Note: Rotate all bearings in the above description  $00^{\circ}11'45''$  clockwise to obtain highway bearings.)

After said construction of cut and/or fill slopes, sidewalks, driveways and appurtenant parts thereof are constructed at the expense of the Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against cut and/or fill slopes, sidewalks, driveways, and appurtenant parts thereof.

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PIN No. 10944  
Project No. F-115-7(301)313  
Parcel No. 115-7:102:2E

IN WITNESS WHEREOF, said \_\_\_\_\_  
has caused this instrument to be executed by its proper officers thereunto duly authorized,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ ) Phillips 66 Company  
 ) ss.  
COUNTY OF \_\_\_\_\_ ) By \_\_\_\_\_

On the date first above written personally appeared before me,  
\_\_\_\_\_, who, being by me duly sworn, says that he is the  
\_\_\_\_\_of Phillips 66 Company, a Delaware corporation,  
and that the within and foregoing instrument was signed on behalf of said corporation by authority of  
\_\_\_\_\_, and said \_\_\_\_\_  
acknowledged to me that said corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

**Notary Public**

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

Project Name: \_\_\_\_\_

Project Tract Number: \_\_\_\_\_

WO#: \_\_\_\_\_

RW#: \_\_\_\_\_

PIN No. 10944  
Project No. F-I15-7(301)313  
Parcel No. I15-7:102:UE  
Tax ID No. 06-094-0021

**RIGHT OF WAY EASEMENT**

For value received, Phillips 66 Company, a Delaware Corporation, ("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, to facilitate the construction of the existing 2600 South Street known as Project No. F-I15-7(301)313. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the existing northerly right of way line and no-access line of 2600 South Street, which point is 791.51 ft. S. 00°02'47" E. (791.60 ft. South by record) along  
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the section line and 1970.50 ft. S.  $89^{\circ}50'00''$  E. (East by record) and 38.53 ft. N.  $00^{\circ}10'00''$  E. from the Northwest corner of the Southwest Quarter of said Section 36, said point is also 49.50 ft. perpendicularly distant northerly from the 2600 South Street Control Line opposite approximate engineer station 2607+24.37; and running thence S.  $80^{\circ}36'26''$  W. 9.49 ft.; thence N.  $51^{\circ}36'55''$  E. 27.24 ft.; thence N.  $37^{\circ}45'26''$  E. 215.07 ft. to the existing northwesterly right of way line and no-access line of 800 West Street; thence S.  $34^{\circ}25'56''$  W. 171.59 ft. along said existing northwesterly right of way line and no-access line to the beginning of a 150.00-foot radius curve to the right; thence Southwesterly 64.54 ft. along the arc of said curve (Note: Chord to said curve bears S.  $46^{\circ}45'32''$  W. for a distance of 64.05 ft.) along said existing northwesterly right of way line and no-access line to the point of beginning. The above described part of an entire tract of land contains 1,376 square ft. in area or 0.032 acre, more or less of which 543 square ft. in area or 0.013 acre, more or less is occupied by existing Rocky Mountain Power rights. Balance is 833 square ft. in area or 0.019 acre, more or less.

(Note: Rotate all bearings in the above description  $00^{\circ}11'45''$  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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*(Insert Grantor Name Here)* GRANTOR

*(Insert Grantor Name Here)* GRANTOR

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

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

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (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 \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

Prepared by: (JDF) Meridian Engineering, Inc. 16P 8/27/2014  
Revised by: (JDF) Meridian Engineering, Inc. 9/24/2014

