

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

RETURNED

JUL 27 2015

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

**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

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 21 day of April, 2015.

Bill A. Hallett  
(Insert Grantor Name Here) GRANTOR

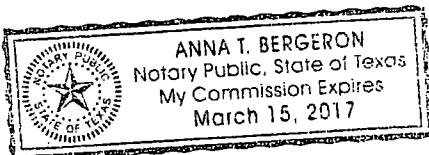
(Insert Grantor Name Here) GRANTOR

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

STATE OF Texas)  
ss.  
County of Harris)

On this 21 day of April, 2015 before me, the undersigned Notary Public in and for said State, personally appeared Bill A. Hallett (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.



Anna Bergeron

(notary signature)

NOTARY PUBLIC FOR Texas (state)  
Residing at: HOUSTON, TX (city, state)  
My Commission Expires: 3-15-17 (d/m/y)

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

EXHIBIT A

