

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Attn: L. Louder / S. Graff
1407 West, North Temple, Suite 110
Salt Lake City, Utah 84116

E 2977333 B 6630 P 1760-1762
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/26/2016 03:38 PM
FEE \$1.00 Pgs: 3
DEPT REC'D FOR UTAH DEPARTMENT OF
TRANSPORTATION

Right of Way Easement

Project Name: SR-108
(2000 West; Antelope Dr. to 300 N.)
Tax ID No. 12-035-0050
PIN No. 11477
Project No. S-0108(33)4
Parcel No. 0108:190:2E

Davis County

For value received, **Bernard Smith and Delia Smith, Trustees of the Bernard and Delia Smith Trust dated April 13, 2016, and any amendments thereto**, ("Grantors"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 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, on, over, or under the surface of the real property of Grantor in Davis County, State of Utah more particularly described as follows:

Part of an entire tract of property, situate in the NE1/4 SE1/4 of Section 4, Township 4 North, Range 2 West, Salt Lake Base and Meridian, in Davis County, Utah, more particularly described as follows:

Beginning at the intersection of the westerly highway right of way line of SR 108 (2000 West Street) and the southerly boundary line of said entire tract, which point is 1870.00 feet NORTH along the section line and 46.27 feet WEST from the southeast corner of said Section 4; and running thence WEST 6.01 feet along said southerly boundary line to the point of curvature of a non-tangent curve to the left with a radius of 7154.93 feet to a point 69.65 feet radially distant westerly from the right of way control line of said SR-108 (2000 West Street), opposite approximate Engineers Station 175+07.51; thence northerly along said curve with an arc length of 108.22 feet, chord bears N.03°39'10"W. 108.22 feet to the northerly boundary line of said entire tract at a point 71.84

feet radially distant westerly from said right of way control line, opposite approximate Engineers Station 176+16.78; thence EAST 6.01 feet long said northerly boundary line to said westerly highway right of way line at the point of curvature of a non-tangent curve to the right with a radius of 7162.31 feet; thence southerly along said curve with an arc length of 108.22 feet, chord bears S.03°38'58"E. 108.22 feet along said westerly highway 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 part of an entire tract contains 649 square feet in area or 0.015 acre.

(Note: Rotate above bearings 0°30'10" clockwise to equal 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.

