

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

REURNED

JAN 27 2017

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/27/2017 09:38 AM
FEE \$0.00 Pgs: 3
DEP RTT REC'D FOR FOUNDERS TITLE C
0 - LAYTON

Right of Way Easement

Project Name: SR-108
(2000 West; Antelope Dr. to 300 N.)
Tax ID No. 12-048-0138
PIN No. 11477
Project No. S-0108(33)4
Parcel No. 0108:161:3E

For value received, **Benchmark Properties, LLC, a corporation of the State of Utah**, ("Grantor"), 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 NE1/4 of Section 9, 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 of said project and the southerly boundary line of said entire tract, which point is 890.62 feet S.00°09'42"W. along the section line and 55.00 feet WEST from the northeast corner of said Section 9; and running WEST 6.00 feet along said southerly boundary line to the point of curvature of a non-tangent curve to the right with a radius of 7281.00 feet at a point 61.00 feet radially distant westerly from the right of way control line of said SR-108 (2000 West Street), opposite approximate Engineers Station 147+43.74; thence northerly along said curve with an arc length of 76.91 feet, chord bears N.00°28'27"E. 76.91 feet concentric with said right of way control line to the point of curvature of a non-tangent curve to the right with a radius of 7284.41 feet at a point 61.00 feet radially distant westerly from said right of way control line, opposite approximate Engineers Station 148+20.00; thence northerly along said curve with an arc length of 137.84 feet, chord bears N.00°00'25"E. 137.84 feet to a point 64.16 feet radially distant westerly from said right of way control line,

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opposite approximate Engineers Station 149+56.62; thence N.10°02'51"E. 39.09 feet to said westerly highway right of way line at a point 58.69 feet radially distant westerly from said right of way control line, opposite approximate Engineers Station 149+95.00; thence along said westerly highway right of way line the following four (4) courses and distances: (1) S.00°01'09"W. 19.17 feet to the point of curvature of a non-tangent curve to the left with a radius of 7278.00 feet; (2) thence southerly along said curve with an arc length of 26.21 feet, chord bears S.01°54'42"W. 26.21 feet to the point of curvature of a non-tangent curve to the left with a radius of 7278.41 feet; (3) thence southerly along said curve with an arc length of 131.05 feet, chord bears S.00°01'09"E. 131.04 feet to the point of curvature of a non-tangent curve to the left with a radius of 7275.00 feet; (4) thence southerly along said curve with an arc length of 76.83 feet, chord bears S.00°28'27"W. 76.83 feet 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 1414 square feet in area or 0.033 acre.

(Note: Rotate above bearings 0°20'35" 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.

IN WITNESS WHEREOF, said Benchmark Properties, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this 26 day of January, A.D. 2017.

STATE OF Utah)
)
COUNTY OF Davis) ss.

Benchmark Properties, LLC

By Susan Nelson

On the date first above written personally appeared before me, Susan Nelson, who, being by me duly sworn, says that he is the Manager of Benchmark Properties, LLC, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its operating agreement, and said Susan Nelson acknowledged to me that said corporation executed the same.

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

Jim C. Morris
Notary Public

