

Return to:

Roger Rigby
Pacificorp
1438 W. 2550 S.
Ogden, UT 84401

RC: _____ WO: 38054
ROW File No: 19990201

RETURNED
JAN - 7 2000

E 1548480 B 2403 P 252
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 JAN 7 12:12 PM FEE 14.00 DEP MEC
REC'D FOR PACIFICORP

nw 28 4n-1w
11-061-0151

RIGHT OF WAY EASEMENT

For value received, JOSEPA GLEN WILLEY FAMILY PARTNERSHIP ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, 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 without limitation: supporting towers, poles, props, guys and anchors, including without limitation: supporting towers, poles, props, guys and anchors, including without limitation: supporting towers, poles, props, guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; 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 right of way 50 feet in width, being 25 feet on each side of the following described survey line:

Beginning at the southwesterly boundary fence of the Grantor's land at a point 595 feet south and 296 feet west, more or less, from the north one quarter corner of Section 28, T.4 N., R.1 W., S.L.M., thence N.0°55'26"E. 15.0 feet, more or less, thence N.29°57'21"E. 416.0 to an easterly boundary line of said land and being in the NE1/4 of the NW1/4 of said Section 28; Containing 0.36 of an acre, more or less.

A right of way described as follows: 11-061-0151

Beginning on a west boundary line of the Grantor's land at a point 130 feet south and 8 feet west, more or less, from the north one quarter corner of Section 28, T.4 N., R.1 W., S.L.M., thence N.29°57'21"E. 111.0 feet, more or less, along a line which is parallel to and 25 feet perpendicularly distant southeasterly from a proposed power line to the north boundary line of said land, said north boundary line also being the south right of way line of Gentile Street, thence along said north boundary line N.89°23'15"W. 55.0 feet, more or less, to a northeast corner of said land, thence along a westerly boundary line of said Grantor's land S.0°36'45"W. 97.0 feet to the point of

beginning and being in NE1/4 of the NW1/4 and the NW1/4 of the NE1/4 of said Section 28; Containing 0.06 of an acre, more or less.

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Total Area 0.42 of an acre, more or less.

Assessor's Map No. 11-061

Tax Parcel No. 11-061-0151

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 therefor) 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 does not meet the National Electric Safety Code and the Occupational Safety Health Acts working safety clearances, The Grantor will not 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; and this easement shall terminate if and when Grantee shall have abandoned all use of the right of way and no longer has any future need therefor.

DATED this 30 day of November, 1999.

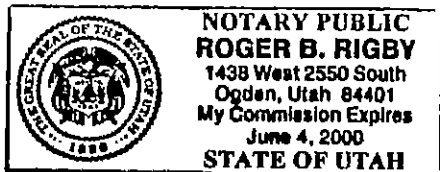
Lynn W. Wood
Grantor(s)

Partner

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)
)ss.
County of DAVIS)

This instrument was acknowledged before me on this 30th day of NOV, 1999,
by LYNN W. WOOD.



Roger B. Rigby
Notary Public

My commission expires: 6-4-2000

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28

Gentile Street

ROAD R/W LINE

N.89°23'15"W.

55.0'

N.29°57'21"E.

416.0'

N.29°57'21"E.

111.0'

0.06 OF AN ACRE, MORE OR LESS.

0.36 OF AN ACRE, MORE OR LESS.

N.29°57'21"E.

416.0'

25'

P.O.B.

C/L POWER LINE

R/W LINES

JOSEPH GLEN WILLEY FAMILY PARTNERSHIP (APN-11-061-0151) TOTAL AREA 0.42 OF AN ACRE, MORE OR LESS.

T.4N., R.1W., S.L.M.



P.O.B.

N.0°55'26"E.

15.0'

SEPTEMBER 30, 1999

SPONSOR: K. SCHLEHUBER

SURVEYED BY: U.P.& L.

DRAWN BY: PIZZA

CHECKED BY: G.S.P.

PLOT SCALE: 1 = 1

CAD No: 000000000.DWG

APPROVAL RONALD G. OLSEN

RGO

SUPERVISOR RIGHT OF WAY DESIGN

EXHIBIT "A"

EL MONTE-GADSBY 46 kV LINE RELOCATION AT FORT LANE SHOPPING CENTER EASEMENT NO.6 (APN 11-061-0151) DAVIS COUNTY, UTAH



PACIFICORP

SALT LAKE TRANSMISSION

SCALE: 1" = 100'

SHEET 1 OF 1

W 38054

RW 19990201

REV.