

WHEN RECORDED, RETURN TO:

PacifiCorp
Attn: Lisa Louder
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

312020 AS

E 2304419 B 4362 P 815-817
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/7/2007 3:46:00 PM
FEE \$14.00 Pgs: 3
DEP eCASH REC'D FOR FIRST AMERICAN TITLE

Parcel Number: 08-021-0005
UTDV-0047

EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("GRANTOR"), hereby CONVEYS to WOODSIDE SUNSET FARMS, LLC, whose principal address is 39 East Eagleridge Drive, North Salt Lake, Utah 84054, its successors-in-interest and assigns ("GRANTEE"), a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a public roadway, along with a perpetual easement and right of way for the associated public utilities, in on, and/or across the following described real property owned by Grantor located in Davis County, State of Utah, to-wit:

A parcel of land located in the South Half of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

BEGINNING at a point on the proposed westerly right-of-way line of Angel Street said point is South 00°16'04" East 225.16 feet to a point of tangency of a 370.00 foot radius curve to the right, and southerly 139.58 feet along said curve through a central angle of 21°36'52" the last 2 calls being coincident with the westerly right-of-way of the proposed Angel Street from the Center Quarter Corner of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah; and thence coincident with the easterly boundary line of the Utah Power & Light parcel as recorded in Book 646 Page 953 of the Davis County records South 37°52'22" East 85.93 feet to a point of non-tangency of a 446.00 foot radius curve to the right, of which the radius point bears North 62°59'41" West, said point being the east line of the proposed 10.00 foot Public Utility Easement (P.U.E.) said easement's west line is coincident with the Angel Street right-of-way; thence coincident with said proposed P.U.E. the following 2 courses: (1) southwesterly 204.33 feet along said curve through a central angle of 26°14'56" and (2) South 53°15'16" West 111.90 feet to the westerly boundary line of said Utah Power & Light parcel, said point also being the east right-of-way line of the proposed Shoreland Drive; thence coincident with said westerly boundary line North 37°52'22" West 86.02 feet to the west line of the proposed 10.00 foot P.U.E. said easement's east line is coincident with the Angel Street right-of-way; thence coincident with said proposed P.U.E. the following 2 courses: (1) North 53°15'16" East 113.59 feet to a point of tangency of a 360.00 foot radius curve to the left and (2) northeasterly 206.47 feet along said curve through a central angle of 32°51'37" to said easterly boundary line of the Utah Power & Light parcel as recorded in Book 646 Page 953; thence coincident with said line South 37°52'22" East 11.70 feet to the POINT OF BEGINNING. Said parcel contains 27,341 square feet or 0.63 acres, more or less.

This easement and right-of-way is granted to Grantee, its successors and assigns and their authorized agents, for the benefit of that certain real property located in Davis County, State of Utah.

1. Grantee, its successors and assigns, will not make or allow to be made any use of the easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

2. In the event that curb and gutter is constructed on the easement herein granted by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 100 tons.

3. Grantee, its successors and assigns, will not use or permit to be used on said easement construction cranes or other equipment that violate OSHA and UTAH High Voltage Act Clearance Standards. Grantee will not store materials within the easement area. Grantee will not excavate within 50 feet of Grantor's transmission structures. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and UTAH High Voltage Act Safety Clearance Standards.

4. Grantee shall not place or allow to be placed any trees or other vegetation within the easement exceeding twelve (12) feet in height. Grantee shall be responsible for removing any trees or vegetation that exceeds the 12 foot limitation.

5. In the event Grantee ceases to use, for thirty (30) or more consecutive days, for purposes of a roadway, the property herein described, this easement shall thereupon immediately terminate, with all rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.

6. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.

7. Grantee, its successors and assigns, shall defend and indemnify and hold harmless the Grantor from and against liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities or equipment owned or controlled by Grantee and arising by reason of the conveyance and dedication of this easement to the public or for Grantee's use and occupation of the property pursuant to this easement.

