

RETURNED

JUL 25 2008

Return to: Rocky Mountain Power
(Insert Agent Here)
1407 W. North Temple, #110
Salt Lake City, Utah 84116

E 2381657 B 4580 P 188-190
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/25/2008 12:05 PM
FEE \$14.00 Pgs: 3
DEP RT REC'D FOR NOLKEL ENTERPRISE
S LLC

CC#: Work Order#:

08-057-0034pt
NW 14-3n-1w

RIGHT OF WAY EASEMENT

For value received, **MARJORIE L. ANDERSON**, as Trustee of the "Marjorie L. Anderson Revocable Trust," under a Declaration of Trust, dated February 14, 2005 ("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 10 feet in width and 329.7 feet in length, more or less, 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 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(s) Exhibit A attached hereto and by this reference made a part hereof:

Legal Description: A perpetual easement ten feet wide, upon part of an entire tract of land in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian; for the purpose of constructing thereon electrical and/or power facilities, and appurtenant parts thereof incident to the CCTV Project known as Project No. F-R1999(25).

The boundaries of said part of an entire tract are described as follows:

Beginning at a point on the westerly boundary line of the Oakridge Country Club Estates Plat A, recorded as Entry Number 462189, in Book 649 at Page 953, in the Davis County Recorder Office, Davis County Utah (said westerly line is also the easterly line of "The Marjorie L. Anderson Revocable Trust," under Declaration of Trust, dated February 14, 2005, and conveyed by Warranty Deed recorded as Entry No. 2185649, in Book 4079 at Page 721), which said point is 30.52 feet N 00°38'52" E (N 00°18'00" E by record) along the westerly line of Lot 3 of said Oakridge Country Club Estates Plat A, and 60.00 feet N 89°21'08" W from the Southwest Corner of said Lot 3; thence along the westerly boundary line of said Oakridge Country Club Estates Plat A for the following three (3) courses: 1) S 00°38'52" W (S 00°18'00" W by record) 159.46 feet to a point of tangency with a 25.00 foot radius curve to the right; 2) thence 18.69 feet along the arc of said curve through a central angle of 42°50'00" (chord bears S 22°03'52" W 18.26 feet) to a point of reverse curvature with a 50.00 foot radius curve to the left;

3) thence 91.87 feet along the arc of said curve through a central angle of $105^{\circ}16'17''$ (chord bears $S 09^{\circ}09'17'' E 79.48$ feet) to the Northwest corner of the property conveyed to Farmington City by that certain Warranty Deed recorded as Entry Number 1632666, in Book 2733 at Page 1121, in the office of said Davis County Recorder; thence $S 16^{\circ}41'18'' W 64.73$ feet ($N 16^{\circ}20'26'' E 64.72$ feet by record) more or less along the westerly line of the said Farmington City property to the northeasterly Highway Right-of-Way and Non-Access Line of I 15; thence $N 47^{\circ}16'23'' W 11.13$ feet along the said northeasterly Highway Right-of-Way and Non-Access Line; thence $N 16^{\circ}41'18'' E 52.26$ feet to a point of non tangency with a 60.00 foot radius curve to the right (radius point bears $N 36^{\circ}08'46'' E$); thence 101.93 feet along the arc of said curve through a central angle of $97^{\circ}20'06''$ (chord bears $N 05^{\circ}11'11'' W 90.11$ feet) to a point of reverse curvature with a 15.00 foot radius curve to the left; thence 11.21 feet along the arc of said curve through a central angle of $42^{\circ}50'00''$ (chord bears $N 22^{\circ}03'52'' E 10.95$ feet) to a point of tangency; thence $N 00^{\circ}38'52'' E 159.46$ feet; thence $S 89^{\circ}21'08'' E 10.00$ feet to the point of beginning.

The above described part of an entire tract contains 3,297 square feet in the area or 0.0757 acres, more or less.

Assessor Parcel No. 08-057-0034

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 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.

DATED this 14th day of JUNE, 2008.

Marjorie L. Anderson as Trustee of the Marjorie L. Anderson Revocable Trust
 MARJORIE L. ANDERSON, as Trustee of the "Marjorie L. Anderson Revocable Trust,"
 under a Declaration of Trust, dated February 14, 2005

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah)

ss.

County of DAVIS)

This instrument was acknowledged before me on this 19th day of JUNE,
2008, by MARJORIE L. ANDERSON, as

TRUSTEE of MARJORIE L. ANDERSON Revocable Trust

[Handwritten Signature]

Notary Public

My commission expires: 2/14/09

