3469878 BK 7986 PG 1425

WHEN RECORDED, MAIL TO: Utah Department of Transportation Right of Way, Fourth Floor Box 148420 Salt Lake City, Utah 84114-8420

RETURNED APR 12 2022

E 3469878 B 7986 P 1425-1428
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/12/2022 04:28 PM
FEE \$0.00 Pas: 4
DEP RTT REC'D FOR UTAH DEPT OF TRA
NSPORTATION

Right of Way Easement

Davis County

Tax ID No. 08-064-0021 08-064-0022 08-064-0035 08-066-0007 PIN No. 11268 Project No. S-R199(229) Parcel No R199:156:TEQ

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to PacifiCorp, an Oregon corporation, d/b/a/ Rocky Mountain Power 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 Lake County, State of Utah more particularly described as follows:

A perpetual easement upon part of an entire tract of land situate in Parcel R199:156:T and Parcel R199:355:T from UDOT Project No. S-R199(229) PIN No. 11268, situate in Lots 1 and 2 and the SE1/4 NW1/4 of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the southwesterly highway right of way and no-access line of said Project, which point is 271.94 feet \$.00°09'11"W. along the Quarter Section line and 664.83 feet West from the Center of said Section 15; and running thence N.89°50'49"W. 90.35 feet; thence N.35°20'59"W. 46.45 feet; thence N.48°03'14"W. 970.06 feet; thence \$.68°49'28"W. 55.56 feet; thence N.20°49'53"W. 101.37 feet to the northerly boundary line of said entire tract; thence N.86°59'53"E. (Record N.86°39'02"E.) 56.79 feet to said

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southwesterly highway right of way and no-access line of said Project; thence along said southwesterly highway right of way and no-access line the following two (2) courses and distances: (1) S.56°47'12"E. 86.07 feet; (2) thence S.48°03'14"E. 1072.72 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 59,903 square feet in area or 1.375 acres.

(Note: Above bearings equal NAD83 Highway bearings unless otherwise noted)

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; EXCEPTING, the right of access over and across the southwesterly right of way and no-access line of said highway; 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.

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STATE OF UTAH)	UTAH DEPARTMENT OF TRANSPORTATION
) ss.	
COUNTY OF SALT LAKE)	
		By Charles A. Stormont, Director of Right of Way
		on and the state of the state o
to me (or proven on the	harles A. S basis of that he	in the year 20 <u>22</u> , before me Stormont , whose identity is personally known satisfactory evidence) and who by me being is the <u>Director of Right of Way</u> of the ORTATION
Notary Public	h	MICHAEL DERYL DAVIS COMM. # 715099 MY COMMISSION EXPIRES NOVEMBER 06, 2024 STATE OF LITTLE

