

0496.UG
Return to:
Delynn Rodeback
PacifiCorp
P. O. Box 728
American Fork, UT 84003
RC 55523 PN/WO/ER 01088289

UNDERGROUND EASEMENT

La Quinta Inns, Inc., a Texas corporation, Grantor, whose mailing address is P. O. Box 2636, San Antonio, TX 78299-2636, in consideration of \$10.00 and other valuable consideration, hereby grants to PacifiCorp, an Oregon corporation, its successors, and assigns, Grantee, a perpetual, non-exclusive easement for erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of underground transmission lines, distribution lines, communication lines and fiber optics, of one or more wires or fibers, and all necessary or desirable appurtenances, including but not limited to the installation of vaults, conduits, surface or subsurface-mounted transformers with pads, surface-mounted connection boxes, equipment cabinets, and other supports, along the general course located or constructed by Grantee over, under, across the following the described real property located in Utah County, State of Utah, or as more particularly described and/or shown on attached Exhibit(s) "A" by the reference made a part hereof:

Beginning on the northwest corner of the Grantor's land at a point 1000.91 feet west and 838.67 feet south from the north one quarter corner of Section 27, T.6 S., R.2 E., S.L.M., thence East 44.87 feet, thence South 15.00 feet, thence West 22.61 feet, thence S.00°58'24"E. 123.06 feet, thence S.45°00'00"W. 30.60 feet, thence N.00°58'24"W. 13.91 feet, thence N.45°00'00"E. 16.69 feet, thence N.00°58'24"W. 118.99 feet, thence West 12.00 feet, thence N.00°58'24"W.15 feet to the point of beginning and being in the northwest corner of said Section 27.

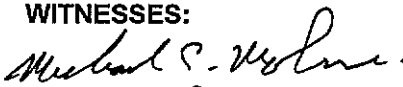
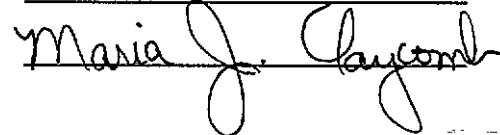
The within easement shall include: Necessary and reasonable right to excavate and refill ditches and trenches for the location, installation, and repair, and removal of said facilities. Grantee agrees to repair and replace to the same condition after any repair or excavation.

Together with all right of ingress and egress over lands of the Grantor necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto, including the present and future right to clear and cut timber, trees, brush, overhanging branches, fire hazards, structures and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement. The title to trees and merchantable timber cut and cleared by the Grantee hereafter growing with said easement shall become the property of the Grantee. Provided, however, Grantee may not construct any improvements or perform any excavation activities within the easement area that interfere with the ingress and egress of vehicular and pedestrian traffic in, to, upon and over the easement area.

At no time shall any permanent buildings or structures of any kind be placed or erected within the boundaries of said easement.

WITNESS the hand(s) of the Grantor(s) this 22nd day of October, 1996.

WITNESSES:

LA QUINTA INNS, INC., a Texas corporation

By: 

John F. Schmutz

Vice President-General Counsel

ENT 87675 BK 4105 PG 554
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1996 Oct 28 12:33 pm FEE 12.00 BY BLT
RECORDED FOR UTAH POWER & LIGHT

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§

ENT 87675 BK 4105 PG 555

This instrument was acknowledged before me on the 23rd day of October, 1996, by John F. Schmutz, Vice President-General Counsel of La Quinta Inns, Inc., a Texas corporation, on behalf of said corporation.


Notary Public, State of Texas

My Commission Expires:
1-4-2000

