

64434/270027

PLATTE~~D~~ VERIFIED
ENTERED MICROFILMED

E# 1134927 BK1596 PG1026
DOUG CROFTS, WEBER COUNTY RECORDER
26-MAR-91 222 PM FEE \$7.00 DEP MH
REC FOR: FIRST-AMERICAN-TITLE

EASEMENT

DELL S. NICHOLS, an individual, as Grantor, does hereby convey and warrant to PacifiCorp, an Oregon Corporation, dba Utah Power & Light Company, whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah, its successors in interest and assigns, Grantee, for the sum of Ten (\$10.00) Dollars and other valuable consideration, a perpetual easement and right of way for the construction, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of underground electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, with the necessary transformers, transformer pads, pull boxes, service pedestals, control buildings and other facilities related thereto, on, over, under and across the following described real property located in Weber County, Utah, described as follows:

A right of way 6 feet wide, being 3 feet each side of the following described centerline:

BEGINNING at a point on the easterly boundary line of the Grantor's land, said easterly boundary line also being the Westerly line of Riverdale Road said point being South 1°00'35" West (Utah State Plane Grid Bearing) 1111.44 feet along the section line, South 78°20'28" East 72.85 feet, South 78°05'28" East 601.83 feet and South 38°30'05" West 95.75 feet from the Northwest corner of Section 8, Township 5 North, Range 1 West, Salt Lake Meridian, thence North 80°40'56" West 7.17 feet, thence South 38°30'05" West 10.29 feet, thence North 78°05'28" West 80.00 feet, thence North 51°29'55" West 62.00 feet on said land to and including an existing transformer and being in the West 1/2 of the Northwest 1/4 of said Section 8.

Together with all necessary and reasonable rights of ingress and egress and the right to excavate and refill ditches and trenches for the location, installation and repair of said facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said underground facilities. Following any entry made under the terms of this easement by Grantee, its agents or assigns, Grantee hereby agrees that it will restore the above described premises to a condition existing prior to said entry.

Grantor further states that any Easement Agreements executed by him prior to the date hereof to PacifiCorp for the provision of utility services to the Grantor's property shall be null and void. It is the intention of Grantor and PacifiCorp that the description for the easement set forth herein shall represent the final location of said easement.

WITNESS the hand of the Grantor this 25 day of March 1991.

DELL S. NICHOLS
DELL S. NICHOLS

STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

On the 25 day of March, 1991, personally appeared before me, DELL S. NICHOLS, the signer of the within instrument who duly acknowledged to me that he executed the same.

NOTARY PUBLIC
RODNEY M. PIPELLA
First American Title Co. of Utah
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires 10/10/93
STATE OF UTAH

Rodney M. Pipella
NOTARY PUBLIC
RESIDING AT: SLC, UT
MY COMMISSION EXPIRES: 10-10-93

1766-028-0000