

UT IND UG-8/94

PN 104996  
August 9, 1995  
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ENT 52604 BK 3742 PG 503  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1995 AUG 14 12:22 PM FEE 13.00 BY BT  
RECORDED FOR UTAH POWER

EASEMENT

1R.

RALPH MOTT and \_\_\_\_\_, his wife, Grantor(s) do(es) 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 Dollars (\$10.00) 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 and other facilities related thereto, on, over, under and across real property located in Utah County, Utah, described as follows:

A right of way over a part of Lot 2, Village Park, Plat "A", a recorded subdivision in the northwest quarter of the northeast quarter of Section 10, Township 6 South, Range 2 East, Salt Lake Base Meridian, being 30.00 feet in width, 15.00 feet on each side of the following described centerline:

Beginning on the westerly boundary line of the Grantor's land, said westerly boundary line also being the easterly right of way line of State Street (U.S. Highway No. 91), at a point S.18°30'33"E. 46.74 feet along the lot line from the northwest corner of said Lot 2, said point also being SOUTH 868.07 feet and EAST 599.82 feet from the north one quarter corner of said Section 10, thence N.89°18'57"E. 263.74 feet, thence N.3°58'19"W. 287.14 feet to the northerly line of said Lot 2, said point being the terminus of said easement; containing 0.379 of an acre.

PacifiCorp shall indemnify, hold harmless and defend Grantor against all liability, costs, claims, suits, losses, expenses and damages (including response costs and attorney's fees) on account of injury or damage to persons or property occurring on or

MARK G. WHITLOCK  
RIGHT OF WAY & LAND ACQUISITIONS  
UTAH POWER & LIGHT COMPANY  
1407 West North Temple  
Salt Lake City, Utah 84140

APPROVED AS  
TO DESCRIPTION  
*G.S.P.*

occasioned by facilities or equipment owned or controlled by PacifiCorp, its agents or assigns, and arising by reason of PacifiCorp's use and occupation of property pursuant to this Underground Easement.

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 condition existing prior to said entry.

WITNESS the hand(s) of the Grantor(s) this 11<sup>th</sup> day of AUGUST, 1995.

Ralph R. Moyer

STATE OF UTAH

COUNTY OF SALT LAKE :ss.

On the 11<sup>th</sup> day of ~~August~~ August, 1995, personally appeared before me Ralph R. Moyer and his wife, the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

My Commission expires:

4-12-1997

Mark Alan Whitton  
Notary Public

Residing at Salt Lake City, Utah

Description Approved G.S.P.

