

E9 UT IND RS-6/90

PN 104996
November 9, 1994
Page 1 of 2

ENT 92041 BK 3581 PG 536
NINA B REID UTAH CO RECORDER BY MB
1994 DEC 6 10:35 AM FEE 12.00
RECORDED FOR PACIFICORP

M. 0007 728
b
American Fork

ACCESS/PARKING AREA EASEMENT

1. PacifiCorp, an Oregon Corporation, dba Utah Power & Light Company, whose principal place of business is located at 1407 West North Temple, Salt Lake City, its successors in interest and assigns, Grantor does hereby convey to Grant H. Bangerter, Gary L. Carson, Jared M. Pinegar, Blaine D. Hales and William Grant Bangerter, Grantees, for the sum of Ten (\$10.00) Dollars and other valuable consideration, a perpetual easement and right of way for the purpose of ingress and egress of foot and vehicular traffic for parking and associated facilities, on and across real property located in Utah County, Utah, described as follows:

Beginning on the Grantor's land at the southwest corner of Lot 1, Village Park Subdivision, an unrecorded subdivision, said southwest corner also being 578.4 feet south and 824.3 feet east, more or less, from the north one quarter corner of Section 10, T. 6 S., R. 2 E., S.L.M., thence N.17°13'03"W. 73.33 feet, along the westerly boundary line of said land, thence S.89°53'46"E. 544.68 feet to the Grantor's east boundary line, thence S.0°37'03"E. 70.00 feet along said east boundary line to the southeast corner of said land, thence N.89°53'46"W. 523.73 feet along the Grantor's south boundary line to the point of beginning and being in said Lot 1, in the NW1/4 of the NE1/4 of said Section 10, containing 0.86 of an acre, more or less.



Together with all right and authority to Grantees, its successors, licensees, lessees, contractors or assigns and its and their agents and employees to enter at all times upon said right of way to survey, construct, repair, remove, replace, alter, reconstruct, patrol, inspect, improve and maintain parking and associated facilities. The full right and authority to cut, remove, trim or otherwise control all trees, brush and other growth on, overhanging or encroaching upon said right of way. The Grantee will also control all overhanging growth as to prevent climbing in and on to Grantor's adjoining substation property.

At no time shall any fires be permitted within the boundaries of said right-of-way nor shall any residential or commercial structures or inhabitable or inhabited trailers be

PN 104996

November 9, 1994

Page 2 of 2

placed or erected within the boundaries of said right-of-way, nor shall any flammable material (including, but not limited to, explosives, chemical solvents, gasoline, rubbish piles, haystacks, or lumber products) be placed or stored within the boundaries of said right-of-way, nor shall any equipment, lighting fixtures, material or vegetation in excess of 14 feet in height be stored, moved or grown within the boundaries of said right-of-way, nor placed near property lines which would allow access into Grantor's adjoining substation property. Grantee will not allow parking facilities to interfere with National Electric Safety Codes regarding line clearances.

The Grantee will defend and indemnify and hold harmless the Grantor from and against liability, damage, loss, costs, and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party or by its agents, employees and assigns, unless such injury or damage resulted from the sole negligence of the other party.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 22 day of NOV, 1994.

PACIFICORP, an Oregon Corporation
dba Utah Power & Light Company

Thomas W. Forsgren

Vice President

STATE OF UTAH,)
)
) :ss.
COUNTY OF Utah)

On the 22 day of NOV, 1994, personally appeared before me, THOMAS W. FORSGREN who being by me duly sworn did state that he/she is a Vice President of PacificCorp, an Oregon Corporation, dba Utah Power & Light Company, and that the within and foregoing instrument was signed by authority of said corporation and said VICE PRESIDENT duly acknowledged to me that said corporation executed the same.

My Commission expires:

Terry J. Anderson

Notary Public

Residing

