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712-11-17-1W

E 1100871 B 1730 P 1604 CAROL DEAN PAGE, DAVIS CHTY RECORDER 1994 MAR 2 4:19 PM FEE 12.00 DEP DJW REC'D FOR UTAH POWER & LIGHT

EASEMENT

i.

partnership MORRIS H. KULMER, PARTNER OF KULMER & SCHUMACHER KINCODUKKUDOOKK, doing business in the State of Utah; Grantor, hereby conveys and warrants 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 and other facilities related thereto, on, over, under and across the following described real property located in Davis County, Utah, described as follows:

A right of way seven (7) feet in width, being 3.5 feet each side of the following described line:

APPROVED AS

Beginning at a point on the south right of way line of Cudahy Lane (Center Street) thence southerly along a line that is parallel to. and 43.5 feet perpendicularly distant easterly from Grantors' west boundary line to a northwesterly no-access line of a Highway known as project No. 15-7 (I-215) and being in the W% of the NE% of Section 11, T.1 N., R.1 W., S.L.M.

Also, includes within the above described right of way one new pole on the Grantor's land.

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

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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 of Grantor, this 9th day of February , 19 94 . KULMER & SCHUMACHER A PARTNERSHIP PARTNER STATE OF UTAH. :SS. COUNTY OF _SALT LAKE On the 9TH day of FEBRUARY __, A.D., 19<u>94</u>, personally appeared before me. MORRIS H. KULMER who, being by me duly sworn, did say that he is the OE <u>KULMER & SCHUMACHER</u> , a PARTNERSHIP that said instrument was signed in behalf of said PARTNERSHIP by MORRIS H. KULMER , and said RAY YAMASAKI acknowledged to me that said PARTNERSHIP executed the same. My Commission expires: 2-2-98 Terlanne Suchenan Residing 1505 South Redwood Rd. Salt Care City, Utah \$4104 My Commission Expires February 2, 1998 STATE OF UTAH Description Approved

_____ File No.

Form & Execution Approved _