

ID CORP UG-1/89  
PN:  
July 11, 1996

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EASEMENT

1. FRED M. NYE Co., a corporation, 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 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 Weber County, Utah, described as follows:

A right of way 10 feet in width, being 5 feet each side of the following described center line:

Beginning at a point on the Grantor's land 302 feet east and 38 feet north, more or less, from the southwest corner of Section 1, T.5 N., R.2 W., S.L.B.&M., thence S89°52'03"W 132 feet, more or less, thence N00°41'19"E 231 feet, more or less, to a ground sleeve junction box, thence S89°41'27"E 78 feet, more or less, to an existing transformer, and being in the SW1/4 of said Section 1 as constructed 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

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DOUG CROFTS, WEBER COUNTY RECORDER  
22-JUL-96 139 PM FEE \$12.00 DEP MH  
REC FOR: UTAH.POWER

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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.

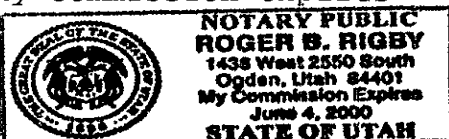
If the above described easement interferes with any future development on the Grantor's land, Grantee will relocate at it's own expense to a new easement location provided by the Grantor.

WITNESS the hand 17<sup>th</sup> of the Grantor FRED M. NYE CO., this 17<sup>th</sup> day of JULY, 1996.

FRED M. NYE CO.  
A Corporation  
By Alan L. Nye  
President  
Chairman & CEO.  
Attest: \_\_\_\_\_  
Secretary

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

On this 17 day of JULY, in the year 1996, before me, \_\_\_\_\_, a Notary Public in and for the State of Utah, personally appeared ALAN NYE, known to me to be the Chairman & CEO President of the corporation that executed the above instrument, and acknowledged to me that such corporation executed the same.

My Commission expires  
  
NOTARY PUBLIC  
ROGER B. RIGBY  
1438 West 2550 South  
Ogden, Utah 84401  
My Commission Expires  
June 4, 2000  
STATE OF UTAH

Roger B. Rigby  
Notary Public  
Residing at Ogden, Utah

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