

Both parcels

05-012-0010

ENT 5425-91 BK 512 Pg 669-671  
RANDY JAMES SIMMONS UTAH CO RECORDER  
DATE 8-13-91 AT 12:23 PM Fee \$ 9.00  
Dep. Sup. Q. Rector Utah Power - 2.25

UT PART-1/89

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EASEMENT

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R. E. T. V. Partnership, a general partnership doing business in the State of Utah, Grantor, hereby conveys, warrants and grants 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 real property located in Utah County, Utah, described as follows:

FAK

A right of way over the northwest 10 feet of the Grantors' land being 10 feet southeast of and adjacent to the following described northwest boundary line of said Grantors' land:

Beginning at the southwest corner of the Grantors' land, at a point 190 feet north and 1316 feet west, more or less, from the south one quarter corner of Section 22 T.4 S., R.21 E., S.L.M. thence N.43°58'E. 318 feet, more or less, along the northwest boundary line of said Grantors' land, said northwest boundary line also being the southeast right-of-way line of U.S. Highway No. 40, to the

Approved as To Description

*Jm*

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northwest corner of said land and being in the SE1/4  
of the SW1/4 of said Section 22.  
Including one pole within this description.

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 of the Grantor this 3<sup>rd</sup> day  
of June, 19 91.

*Robert James Smith Partnership*  
Partnership

By *Robert James Smith*  
Partner

By \_\_\_\_\_  
Partner

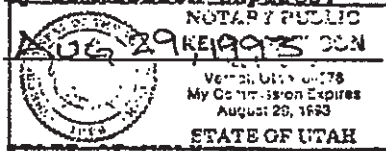
STATE OF UTAH )  
COUNTY OF Kintah ) ss.

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On the 3<sup>rd</sup> day of June, 1991,  
personally appeared before me, Robert Turner,  
who being by me duly sworn, did say that he is a partner of  
R. E. T. V. Partnership, and that said instrument was  
signed in behalf of said partnership.

My Commission expires:



Robert Turner  
Notary Public

Residing at VERMILION

STATE OF UTAH )  
 )  
 ) :ss.  
 )  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
personally appeared before me, \_\_\_\_\_,  
who being by me duly sworn, did say that he is a partner of  
\_\_\_\_\_, and that said instrument was  
signed in behalf of said partnership.

My Commission expires:

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_

Description Approved Fuel Tank

Form & Execution Approved \_\_\_\_\_ File No.