

*W. R. Ware U.P.L.C.
P.O. Box 899
SLC 84110*

829701
A 550

RUTHERFORD
WEBER
DEPUTY *Estel R. DeLue*

FEB 9 1 22 PM '81

PLATTED VERIFIED
ENTERED MICROFILMED

UTAH POWER & LIGHT COMPANY

EASEMENT

U.P.L.C. FOR

THE OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY, a corporation,

doing business in the State of Utah, Grantor, hereby conveys and warrants to UTAH POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, for the sum of One Dollar (\$1.00) and other valuable consideration, a perpetual esement and right of way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the underground electric transmission and distribution circuits of the Grantee, 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. Being ten (10) feet in width, five (5) feet each side of the following described centerline:

5000

Beginning on the east boundary line of the Grantor's land on vacated 23rd Street right of way at a point 25 feet south and 115 feet east, more or less, from the southwest corner of Lot 2, Block 39, Plat A, Ogden City, thence North 89°02' West 135 feet, more or less, to the west boundary line of said land and being in said vacated 23rd Street right of way in Section 29, T. 6 N., R. 1 W., S.L.M.

Beginning on the east boundary line of the Grantor's land at a point 10 feet south and 135 feet east, more or less, from the northwest corner of Lot 4, Block 39, Plat A, Ogden City, thence N. 89°02' West 150 feet, more or less, to the west boundary line of said land and being in said Lot 4 and that portion of vacated Grant Avenue to the west of Lot 4, in Section 29, T. 6 N., R. 1 W., S.L.M.

Together with all necessary and reasonable right of ingress and egress and the right to excavate and refill ditches and trenches for the location 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 the condition existing prior to said entry.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its behalf by authority of a motion of its Board of Directors with the official seal of said Board duly affixed at Ogden, Utah, this twenty-third (23) day of October, 1980.

ATTEST:

PRB
A. H. ...
Secretary

THE OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY

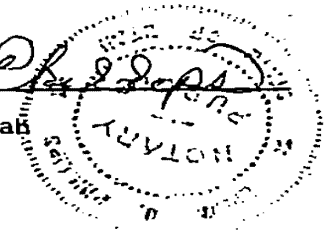
[Signature]
A. STEPHEN DIRKS, Chairman

51259

STATE OF UTAH)
COUNTY OF WEBER)

On the 23 day of October, 1980, personally appeared before me A Stephen Dirks, and L. D. Hunter, who being by me duly sworn did say, that he, the said A Stephen Dirks is the chairman and he, the said L. D. Hunter is the secretay of The Ogden Neighborhood Development Agency, and that the within and foregoing instrument was signed in behalf of said Agency by authority of a motion of its Board of Directors and the said A. Stephen Dirks and L. D. Hunter acknowledged to me that said corporation executed the same and that the seal affixed is the seal of The Ogden Neighborhood Development Agency.

Harold J. Phelps
NOTARY PUBLIC
Residing at Ogden, Utah



My Commission expires:

April 17, 1982