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28 FEBRUARY 89 11:02 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: REBECCA GRAY , DEPUTY

4740738

SPECIAL WARRANTY DEED

UTAH POWER & LIGHT COMPANY, a Utah corporation, of Salt Lake County, State of Utah, GRANTOR, hereby conveys and warrants to SORENSON ASSOCIATES, a Utah Limited Partnership, with its principal place of business located at 958 West LeVoy Street, Salt Lake City, Utah, its successors and assigns, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tract of land situate in Salt Lake County, State of Utah, to-wit:

Four tracts of land situate in Lots 1, 3, 6, 7 and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 2, Township 2 South, Range 1 West, and Lot 7 of Section 35, Township 1 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning at a point on the 40 acre line within the boundaries of Abram Baker property which is 434.5 feet south and 1320 feet west from the northeast corner of said Section 2, thence North 287 feet, more or less, to the northeast corner of said tract, thence S  $42^{\circ}$ E. 145 feet, S.  $58^{\circ}26'$ W. 46 feet, S.  $22^{\circ}27'$ E. 66 feet, S.  $19^{\circ}38'$ W. 2084 feet, S.  $82^{\circ}43'$ W. 50 feet, S.  $13^{\circ}18'$ E. 74 feet and S.  $58^{\circ}30'$ W. 168 feet, more or less, along the east boundary line of said tract to the southwest corner of said tract, thence N.  $19^{\circ}38'$ E. 2258 feet and N.  $22^{\circ}27'$ W. 506 feet, more or less, along the west boundary line of said tract to the point of beginning. Containing 7.28 acres, more or less.

Beginning at the northwest corner of the Grantor's land on the east boundary line of the Grantee's corridor at a point 404.5 feet north and 1795.0 feet west from the southeast corner of Section 35, T.1 S., R.1 W., S.L.M., and running thence S.  $40^{\circ}42'$ E. 873.55 feet and S.  $58^{\circ}25'30''$ W. 45.58 feet and S.  $22^{\circ}27'$ E. 668.62 feet and S.  $19^{\circ}38'$ W. 2295.68 feet along said corridor east boundary line, to the south boundary line of said land, thence N.  $70^{\circ}56'$ E. 115.32 feet along said south boundary line, thence N.  $19^{\circ}38'$ E. 2258.21 feet, thence N.  $22^{\circ}27'$ W. 717.70 feet, thence N.  $40^{\circ}42'$ W. 863.30 feet to the north boundary line of said land, being the south bank of the Jordan River, thence N.  $84^{\circ}36'10''$ W. 47.32 feet and S.  $4^{\circ}27'$ E. 20.6 feet along said river bank to the point of beginning; containing 7.045 acres.

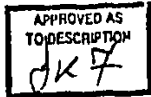
LESS AND EXCEPTING that portion lying within the boundaries of 4500 South Street.

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MEMO *AKF*

APPROVED AS  
TO DESCRIPTION  
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Beginning at a point on the 40 acre line within the boundaries of Abram Barker property which is 434.5 feet south and 1320 feet west from the northeast corner of said Section 2, thence N.22°27'W. 102 feet and N.40°42'W. 326 feet, more or less, to a fence on a westerly boundary line of said Grantors' land, thence N.11°08'E. 184 feet, more or less, along said westerly fence to a fence on a southerly boundary line of said Grantors' land, thence N.75°57'W. 248 feet, more or less, to a fence on a westerly boundary line of said Grantors' land, thence N.4°27'W. 259 feet, more or less, to the northeast corner of said tract, thence S.40°42'E. 730 feet, more or less, along the easterly boundary line of said tract to the 40 acre line, thence south 287 feet, more or less, to the point of beginning, containing 2.03 acres, more or less.



Beginning on the north right of way line of 4500 South Street at a point 2146.3 feet north and 2091.70 feet west, more or less, from the southeast corner of Section 2, T.2 S., R.1 W., S.L.M., and running thence North 16.40 feet, thence N.58°30'E. 401 feet, thence N.13°18'W. 74.3 feet, thence N.82°43'E. 50.2 feet, thence S.19°30'W. 211.68 feet to the said north right of way line, thence S.70°56'W. 321.59 feet along said right of way line to the point of beginning, and being in the NW¼ of the SE¼ of said Section 2. Containing 0.49 of an acre, more or less.

Total area 16.65 acres, more or less.

Grantor reserves to itself or its successors in interest and assigns restrictive easements over, across, under and through the described real property as follows:

A perpetual easement and right of way for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, poles, towers, communication circuits, fiber optic cables and associated facilities with the necessary guys, stubs, cross-arms, braces and other necessary attachments affixed thereto for the support of

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said lines and circuits on, over, across and through the subject real property together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby reserved and all rights and privileges incident thereto, including the right to cut and remove trees and overhanging branches which may injure or interfere with the use, occupation or enjoyment of this easement.

Furthermore, at no time shall any fires be permitted within the boundaries of said right of way (except for controlled burning--with flames no higher than six feet--of weed growth along ditch banks, incident to clearing said ditches for irrigation purposes, and except for controlled burning--with flames no higher than six feet--of stubble incident to horticultural or agricultural operations), nor shall any structures be 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 or material in excess of 14 feet in height be stored or moved within the boundaries of said right of way by Grantor or by Grantee, or by Grantor's or Grantee's heirs, agents, contractors, condemnees, successors in interest or assigns. Furthermore, Grantor shall not be liable for damages made to the property in installing an additional power line on the eastern portion of the property, or in doing regular maintenance to lines or electrical facilities.

Each party (Grantor or Grantee) will defend and indemnify and hold harmless the other party 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.

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