

BOUNTIFUL CITY LIGHT AND POWER

BETA LINER INC.

SE 12-27-12

337547

RIGHT-OF-WAY

THE UNDERSIGNED, for and in consideration of the sum of

Four hundred Dollars (\$400.00) and other

good and valuable consideration, paid by the City of Bountiful, a municipal corporation of the State of Utah, receipt whereof is hereby acknowledged, do hereby grant and convey to said City, its successors and assigns, the right to construct, reconstruct, operate, and maintain electric transmission and distribution lines, and all telephone lines, towers, poles and appliances necessary or convenient in connection therewith, upon a strip of land twenty (20) feet in width, said strip and the land of which the same is a part being situated in Davis County, State of Utah and more particularly described as follows:

Beginning 17.84 ch E, 14.49 ch N from
SW Cor SE 1/4 Sec 12 2 N 1W, N 7.90 chs;
E 20.23 chs, S 7.90 chs; W 20.23 to POB

together with all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purpose above described including the right of ingress and egress to and from said strip; and also the right to trim and keep clear all trees and undergrowth and other obstruction at least four feet from all wires, and adjacent thereto where necessary. The City of Bountiful is further granted the right and privilege of attaching and constructing upon any property owned by the Grantors herein and immediately adjacent to the herein described right of way any and all necessary guy and brace poles, anchors and guy wires to sustain and support the poles and fixtures located directly upon the easement herein desired. To have and to hold the same to the City, its successors and assigns forever.

Power of Attorney
JAN 15 1970
BY: *[Signature]*
Bountiful City Light & Power
1234 P. MARGUERITE S. SOURCE Recorder Davis County
427 Page 320

RECORDED
INDEXED

The City of Bountiful agrees that it shall construct and make any and all necessary installation of poles, wires and anchoring devices in a workman-like manner. This right is granted on condition that the work shall be done with care that all damages to the premises caused thereby shall be repaired by and at the expense of the City of Bountiful.

The City of Bountiful further agrees that upon development of the above described piece of property if alteration or adjustments are needed for the proposed transmission line on said easement, such alterations and adjustments shall be made at the sole expense of the City of Bountiful upon reasonable notice and receipt of new Right from the Grantors.

THIS RIGHT OF WAY IS TO BE TWENTY FEET (20) IN WIDTH RUNNING ALONG THE NORTH SIDE OF THE ABOVE DESCRIBED PIECE OF PROPERTY AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning 17.84 chs E and 22.39 chs N from SW cor, SE 1/4 Sec. 12, T2N, R1W SLB& M th E 1155' more or less to W line Centerville City prop; th S 20.0'; th W 80.0'; th N 88°03' 10" W 309.2'; th W 433.0'; th S 83°25' W 425.8' to west line of said prop.; th N 60' along prop line to p.o.b.

IN WITNESS WHEREOF, the Grantors have executed this right of way agreement this 28th day of July A.D. 1969.

[Handwritten Signature]

WITNESS:

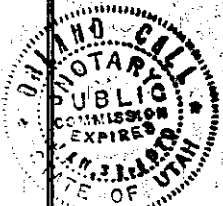
Celand Call

322

STATE OF UTAH :ss
COUNTY OF DAVIS

On the 7th day of July A.D. 1969
personally appeared before me Layton P. Ott

the signers of the within instrument, who duly acknowledged to me that they
executed the same.



Daniel G. Call
NOTARY PUBLIC

Residing at:

My Commission expires:

Jan 31, 1970