

RIGHT-OF-WAY-EASEMENT

ENT 60514 BK 4673 PG 337  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1998 Jun 17 2:18 pm FEE 0.00 BY SS  
RECORDED FOR PAYSON CITY

KNOW ALL MEN BY THESE PRESENTS;

That the undersigned Payson Fruit Growers ("Grantor"), for One Dollar (1.00) and other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, hereby grants, conveys, bargains, sells, and warrants unto Payson City Corporation ("Grantee"), a municipal corporation whose address is 439 West Utah Avenue, Payson Utah 84651, its successors and assigns, a perpetual easement, right-of-way, and right on, over, under, above and across a strip of land 5 feet in width (2.5 feet on both sides of the right-of-way centerline) located in the County of Utah, State of Utah, and said right-of-way centerline being described as follows:

Commencing at the end and on the back of sidewalk, said point is 1673.99 feet north and 3877.65 feet east from the southwest corner of section 18, township 9 south, range 2 east, Salt Lake Base and Meridian (basis of bearing is the state coordinate system)

Thence northeasterly 30.21 feet along the arc of a 19.23 foot radius curve to the right, whose chord bears N 45° 15' 28" E 27.20 feet;

Thence S. 89° 44' 32" E. along the back of a sidewalk 368.76 feet;

Thence S. 0° 15' 28" W. 10.00 feet;

Thence N. 89° 44' 32" W. 368.76 feet;

Thence southwesterly 14.50 feet along the arc of a 9.23-foot radius curve to the left, whose chord bears S. 45° 15' 28" W. 13.05 feet;

Thence S. 8° 09' 35" W. 80.00 feet;

Thence N 89° 44' 32" W. 10.00 feet;

Thence N. 8° 09' 35" E. 80.00 feet to the point of beginning.

The right-of-way easement is conveyed in purpose to construct, enlarge, reconstruct, rephase, repair, operate, maintain, place, relocate, and/or replace electric transmission and/or electric distribution of lines and/or electric systems and/or communications systems and such other equipment and appurtenances as may necessary and/or convenient of such operations; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots and/or other plants ant to clear the easement of all structures, obstructions and/or other objects within 5 feet to the centerline of said line or system or that may interfere with or threaten to endanger the operation or maintenance of said line or system; together with the right of ingress and egress thereto at convenient points for such purposes. Grantor hereby releases and waives all rights exemption and/or dower and/or similar rights.

Grantor agrees that all electric transmission and/or electric distribution lines and/or electric systems and/or communication systems and all equipment and appurtenances associated with such above ground facilities installed on the above described lands at the

Grantee's expense shall remain the property of the Grantee, Removable at Grantee's option.

Grantor warrants that he is the owner of the real property described and that said realty is free and clear of all encumbrances and liens of whatsoever character. Grantor shall have the right to fully use the surface of the right-of-way easement, except for the purpose of erecting building and/or structures within, or starting or maintaining fires within the right-of-way easement, so long as such use does not interfere with or threaten to endanger the rights herein granted to Grantee.

Grantee may release this grant of easement and right-of-way any time by filing a release of same with the appropriate County Recorder. Grantee shall also pay to Grantor all reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing the original and all additional electric transmission and/or distribution lines and/or electric systems and/or communication systems and all equipment and appurtenances associated with such above ground facilities. If Grantor and/or Grantee are unwilling to agree upon the amount of such damages, such damages shall be determined by three disinterested persons, one appointed by the Grantor, one by the Grantee and the third by the two so appointed and the mutual determination of any two of said three persons as to the amount of such damages shall be final and conclusive. It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed, all prior or contemporaneous agreements, if any, whether verbal or written, being included herein.

Grantor further agrees that whenever necessary, words used in the instrument in the singular shall be construed to read in the plural, and the words used in the masculine gender shall be construed to read in feminine.

The herein above described rights are assignable in whole or in part.

IN WITNESS WHEREOF, the Grantor has personally caused its name to be hereunder affixed this Third day of June, 1998.

ATTEST:

Claude A. Rowley

Philip B. Rowley  
Payson Fruit Growers Inc.  
President