

3793810

ELECTRICAL EASEMENT

700  
 KATIE L. HIXSON  
 RECORDS  
 SALT LAKE COUNTY  
 UTAH  
 MAY 16 3 57 PM '83  
 Carol J. Koehler  
 REC'D OF DEP  
 Wayne L. Harper

For and in consideration of the sum of One Dollar (\$100.00) and other valuable consideration, receipt of which is hereby acknowledged, the undersigned, SEARS, ROEBUCK AND CO., a New York corporation, hereinafter referred to as "Grantor", hereby quitclaims to the UTAH POWER & LIGHT COMPANY, a Utah corporation, hereinafter referred to as "Grantee", for the purposes hereinafter set forth and for such purposes only, a non-exclusive easement, the location of which is more particularly described in Exhibit "A" hereto and made a part hereof, and as shown on the map attached hereto as Exhibit "B", as is contained within the boundaries of Grantor's lands situated in the County of Salt Lake, State of Utah.

The easement herein described shall be used by Grantee to construct, lay, install, use, maintain, repair, replace, inspect and/or remove, at any time and from time to time, one pole, but no guy anchors for the transmission and distribution of electrical energy.

Grantor retains the right to use (1) the surface areas, and (2) to the extent such use is not inconsistent with Grantee's use of subsurface areas, the non-exclusive right to use the subsurface areas of the easement in such manner as Grantor shall deem proper. Grantee shall, within ninety (90) days after receiving written notice from Grantor so to do, at Grantor's own cost and expense, relocate to a location satisfactory to Grantor upon said real property or remove completely such facilities; provided, however, that Grantor at the same time shall grant to Grantee all rights Grantee may need to effect any such relocation and to assure a satisfactory installation and operation at any new location and provided further that Grantee shall release the existing easement.

In its use of the easement and in the installation of any facilities or any equipment incidental thereto and in the performance of any of the work which Grantee is authorized to perform in the area of such easement, Grantee shall avoid any damage or interference with other installations.

Grantee, its contractors, agents, employees and servants shall have the right of reasonable ingress and egress to the areas of such easement subject to the uses which Grantor is making of the surface area of such easement with the specific understanding that Grantee shall be responsible for any damage suffered by Grantor as a result of Grantee's exercise of the rights herein granted.

Grantee accepts the easement with the knowledge that Grantor intends to improve the ground area near the easement herein granted and to use the same for motor vehicle parking and other purposes. In making any installations or in the performance of any work, Grantee shall adequately protect its installations against such use. Grantee shall complete all such installations prior to the date upon which Grantor shall notify Grantee that it intends to make such improvements upon the surface area of the easement.

The Grantee's interest shall be subject to all matters and conditions of record and to the following terms and conditions to which terms and conditions Grantee by accepting this easement agrees:

1. The Grantee, in the exercise of the rights granted to it hereunder, will not damage any buildings or

BOOK 5459 PAGE 1498

improvements on Grantor's land of which the easement is a part or hinder or interfere with the business and activities of the Grantor or its tenants, subtenants and licensees, or damage or interfere with any utilities or other facilities installed by the Grantor or by any other person or entity to whom the Grantor has heretofore conveyed or may hereafter convey easements or other rights in or with respect to said land, and Grantee shall make adequate provisions for the safety and convenience of all persons using the easement area or the land of which the easement is a part.

2. The Grantee will not construct, erect, maintain, or permit any structure, installation, facility or obstruction of any kind on or above the surface of the ground, except as herein provided.
3. All costs and expenses incurred in connection with construction of any facilities in the easement area shall be borne by Grantee.
4. The Grantee, at its sole cost and expense, at all times will maintain Grantee's facilities in proper condition for use and will make all repairs and replacements thereof as and when necessary to maintain the same in good operating condition and aesthetically in conformance with adjacent areas.
5. The Grantee, without the prior written consent of the Grantor, will not remove any portion of the facilities in the easement area unless the same are replaced by comparable facilities, or unless requested to do so by Grantor upon termination of the easement.
6. Upon completion of any work which the Grantee from time to time may perform in the easement area, the Grantee, at its sole expense, will restore such easement area and all adjacent areas to a condition as good as or better than they were prior to such work.
7. The Grantee will defend, indemnify and save harmless the Grantor from and against any loss, expense (including attorneys' fees) or damage incurred or suffered by the Grantor by reason of or in any way connected with the installation, construction, operation, maintenance, repair, replacement or removal of the Grantee's facilities unless caused by the sole negligence of Grantor.
8. If the Grantee shall fail to perform any of its covenants herein contained, the Grantor, after written notice to the Grantee, may perform them at the cost and expense of the Grantee.
9. ~~Grantee shall not use the easement to provide service to any land or improvements thereon other than Grantor's land and other land in which Grantor now has or may in the future have an interest.~~ 5/11/83  
per George D. Boskin
10. This easement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Grantor and Grantee.
11. The timing of all work and all safety measures shall be subject to the written approval of Grantor.

12. No work shall be performed pursuant to this electrical easement unless Grantee shall have first given Grantor at least ten (10) days written notice (emergency work excepted) of the work to be performed and the proposed time, place, and safety measures to be taken in connection therewith, together with such plans as Grantor shall deem necessary to determine the affect of the electrical connections.
13. This easement is not binding upon or for the benefit of any party until executed by all parties.

This easement shall terminate upon the cessation of use for more than one (1) year unless notice is given in writing of circumstances affecting such suspension and an intention of resumption of use.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed the 11<sup>th</sup> day of May, 1983.

SEARS, ROEBUCK AND CO.

UTAH POWER & LIGHT COMPANY

765 W  
MGM  
4-19-83

By J. E. Duggan  
J. E. Duggan  
Territorial Facilities  
Planning Manager

By [Signature]

Grantor

Grantee

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF LOS ANGELES )

On this 21 day of March, 1983, before me, the undersigned, a Notary Public in and for said county and state, came J. E. Duggan, known to me to be the Territorial Facilities Planning Manager, of SEARS, ROEBUCK AND CO., the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

R. J. Kautzi  
Notary Public in and for County and State

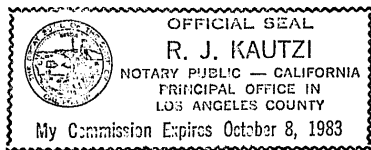


EXHIBIT "A"

Beginning on the west boundary line of the Grantor's land at a point 5 feet south, more or less, from the northwest corner of Lot 17, Block 1 Holland Subdivision, thence S.89°07'E. 8 feet, more or less, thence N.89°40'E. 145 feet, more or less, to the east boundary line of said land and being in said Lot 17, in the SE 1/4 of the SE 1/4 of Section 12.