

## UTAH POWER &amp; LIGHT COMPANY

## EASEMENT

FAY T. DEARDEN and DONNA W. DEARDEN, his wife, Grantors, do hereby convey to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One Dollar (\$1.00) and other valuable consideration, a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of one or more transmission and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over and across the following described real property located in Utah County, Utah:

Said tract of land situate in the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 of Section 13, Township 5 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning at the east boundary line of the Grantors' land at a point 23.5 feet north and 423.8 feet west from the east one quarter corner of Section 13, T. 5 S., R. 1 W., S.L.M. and running thence N. 41° 49' W. 1186.90 feet to the west boundary line of said Grantors' land, thence S. 0° 07' E. 187.91 feet along said west boundary line, thence S. 41° 49' E. 1096.50 feet and S. 65° 07' E. 66.50 feet to the east boundary line of said Grantors' land, thence N. 0° 10' W. 148.52 feet along said east boundary line to the point of beginning; containing 3.379 acres.



Grantee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees shall have the full right and authority to enter at all reasonable times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including necessary towers, poles and other supports, together with braces, guys, anchors, crossarms, cables, conduits, wires, conductors, manholes, transformers and other fixtures, devices and appurtenances reasonably necessary in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees, brush and other growth on or overhanging said premises. All transmission and distribution lines shall be erected and maintained below plow depth so as not to interfere with agricultural operations of Grantors on said real property.

Grantors and their heirs, executors, administrators, successors and assigns shall have the right to use said real property for all purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted; provided, however, that at no time shall any flammable

material or any building of any kind be placed or erected within the boundaries of said right of way, nor shall any equipment or material of any kind that exceeds 12 feet in height be placed or used thereon by Grantors or by Grantors' heirs, successors or assigns.

The Grantee expressly agrees that it and its successors, licensees, lessees, contractors and assigns will pay for any damages done to the crops and irrigation wells and facilities of Grantors during the construction and instillation of the aforesaid facilities and will restore all fences and repair or replace any existing tilling which might be damaged during construction, and will restore the surface of the ground in as good condition as when entered upon by the Grantee or its agents, to crops, fencing, tilling and irrigation wells and facilities in erecting, operating, maintaining, repairing, altering, inspecting, relocating, replacing or using the facilities hereinabove described.

Grantee further agrees to pay Grantors for any damage done to any water wells of Grantors presently in existence upon land of Grantors which is adjacent to the real property hereinabove described, including, but not by way of limitation, damages resulting from interference with the quantity or quality of water flowing therefrom, during construction, repair, alteration or maintenance of its transmission lines and facilities hereabove described.

The Grantors and Grantee each agree that should they or it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise.

It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

WITNESS the hands of the Grantors and the Grantee this 6<sup>th</sup> day of ~~December~~<sup>January</sup>, A.D. 1978. RR

GRANTORS:

Ray T. Dearden  
RAY T. DEARDEN

Donna W. Dearden  
DONNA W. DEARDEN

GRANTEE:

By [Signature]  
UCC President FRK

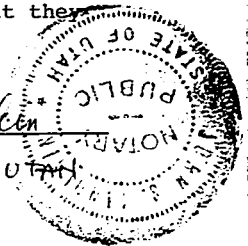
ATTEST

[Signature]  
Secretary

STATE OF UTAH )  
COUNTY OF <sup>Summit</sup> SALT LAKE ) : SS.

On the 6<sup>th</sup> day of <sup>January</sup> ~~December~~, A.D. 1978, personally appeared before me FAY T. DEARDEN and DONNA W. DEARDEN, his wife, personally known to me to be the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

JAMES MAURICE  
NOTARY PUBLIC  
Residing at: PARK CITY, UTAH



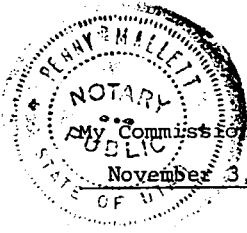
My Commission Expires:  
My Commission expires Dec. 19, 1981

STATE OF UTAH )  
COUNTY OF SALT LAKE ) : SS.

On the 6th day of December, A.D. 1977, personally appeared before me F. N. Davis and Robert Gordon who being by me duly sworn did say, each for himself, that he, the said F. N. Davis is the <sup>vice</sup> president, and he, the said Robert Gordon is the secretary of UTAH POWER & LIGHT COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said F. N. Davis and Robert Gordon each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Penny Mallett

NOTARY PUBLIC  
Residing at:  
Salt Lake City, Utah



My Commission Expires:  
November 3, 1981

(7)

RECORDED AT THE REQUEST OF  
Walt Jansen & Lytle  
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1978 JAN 19 PM 2:33  
NINA B. FIELD  
COUNTY CLERK  
RECORDS  
SALT LAKE CITY, UTAH

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