

RIGHT-OF-WAY EASEMENT

Line No. 21-03-116
ROW No. 05

County of Utah
State of Utah

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned BD & E PROPERTIES LC ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency 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 parcel of land located in the County of Utah, State of Utah, and said right-of-way being described as follows:

A STRIP OF LAND, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE MERIDIAN, UTAH COUNTY, UTAH; BEING 5.00 FEET RIGHT AND 5.00 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 9, T 9 S, R 2 E, S.L.B.M., A FOUND BRASS CAP, RUNNING THENCE NORTH 21° 05' 44" WEST A DISTANCE OF 749.11 FEET TO THE TRUE POINT OF BEGINNING WHICH LIES ON THE SOUTHERLY LINE OF THE BD & E PROPERTIES LC PROPERTY; THENCE ALONG THE SAID CENTERLINE THE FOLLOWING (1) ONE COURSE:

1. NORTH 31.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE BD & E PROPERTIES LC PROPERTY AND THE POINT OF TERMINUS, SAID POINT LIES SOUTH 07° 25' 21" WEST A DISTANCE OF 1952.01 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, T 9 S, R 2 E, S.L.B.M., A FOUND BRASS CAP.

THE TOTAL LENGTH OF A UNDERGROUND POWER EASEMENT ACROSS THE BD & E PROPERTIES LC LAND, PARCEL #46:588:0008, AS DESCRIBED ABOVE IS 31.00 FEET OR 1.88 RODS OR 0.006 MILES AND CONTAINS 310 SQ FT OR 0.007 ACRES MORE OR LESS.

Property Serial Number: 46:588:0008

ENT 127600:2021 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Jul 20 11:32 am FEE 0.00 BY IP
RECORDED FOR PAYSON CITY CORPORATION

Utah County Number:

The right-of-way easement is conveyed in purpose to construct, enlarge, reconstruct, re-phase, repair, operate, maintain, place, relocate and/or replace electric transmission and/or electric distribution lines and/or electric systems and/or communications systems and such other equipment and appurtenances as may be necessary and/or convenient for 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 and to clear the easement of all structures, obstructions and/or other objects within 25 feet of 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 under and by virtue of any applicable laws relating to homestead 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 buildings 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 at 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 this 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 21st day of May 2021

ATTEST:

[Signature]
By Steve Dunge

ACKNOWLEDGEMENT

STATE OF UTAH)

) ss

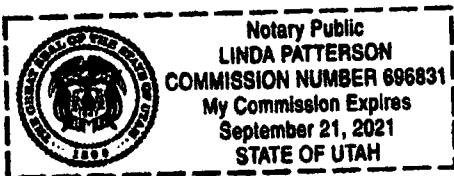
COUNTY OF UTAH)

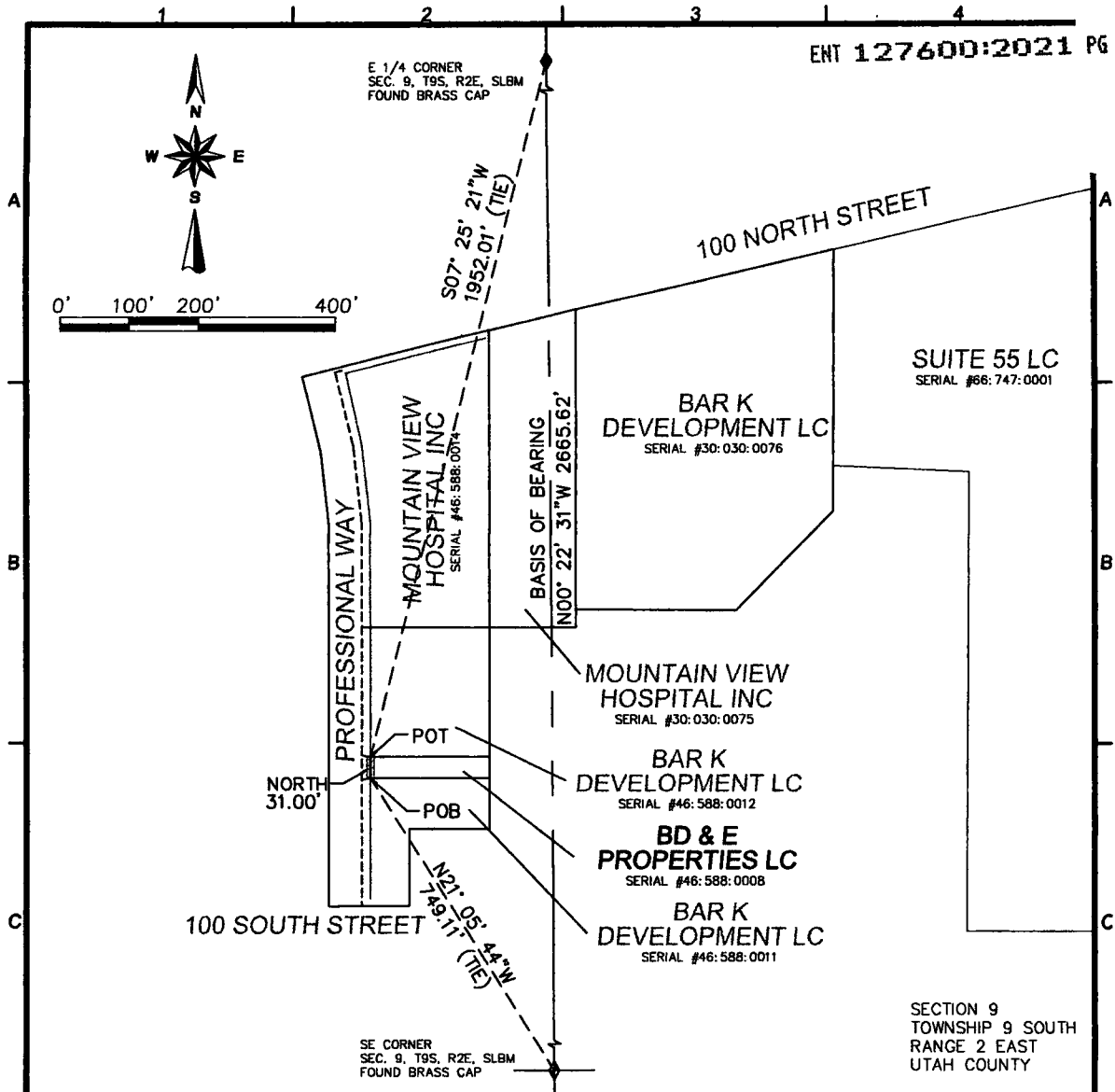
On the 21st day of May, 2021, personally appeared before me Linda Patterson the signer of the foregoing instrument, who duly acknowledged to me that they are the Manager of BD & E Properties LC, and is authorized to execute the foregoing agreement in its behalf and that they executed it in such capacity.

NOTARY PUBLIC Linda Patterson [Signature]

NOTARY FULL NAME Linda Patterson A NOTARY COMMISSIONED IN UTAH

COMMISSION NUMBER 696831 MY COMMISSION EXPIRES Sept. 21, 2021.





LEGAL DESCRIPTION

A STRIP OF LAND, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE MERIDIAN, UTAH COUNTY, UTAH; BEING 5.00 FEET RIGHT AND 5.00 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE:

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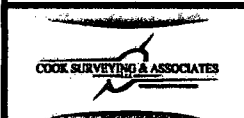
CERTIFICATE OF SURVEYOR

STATE OF UTAH)
COUNTY OF SALT LAKE)

I, **KYLE A. COOK**, A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HEREBY CERTIFIES THAT THIS EXHIBIT OF AN EASEMENT FOR PAYSON CITY POWER ELECTRICAL LINE WAS MADE FROM NOTES TAKEN DURING A FIELD SURVEY MADE UNDER MY DIRECTION AND BY COOK SURVEYING & ASSOCIATES IN FEBRUARY 2021 AND IT CORRECTLY SHOWS TO THE BEST OF OUR ABILITIES, THE LOCATION OF THE EXISTING UNDERGROUND ELECTRICAL LINE EASEMENT.

SURVEYORS NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A PERMANENT UNDERGROUND POWER EASEMENT FOR AN EXISTING POWER LINE SERVING THE CITY OF PAYSON, LOCATED IN UTAH COUNTY, UTAH, SECTION 9, T9S, R2E.



PRINTED 04/8/21 FOR DATE

- PRELIMINARY
- DESIGN DEVELOPMENT
- BIDDING
- CONSTRUCTION
- APPROVAL
- AS BUILT
- REVISION

NO.	DESCRIPTION	BY	DATE	APPR.

TITLE: PAYSON CITY UNDERGROUND POWER EASEMENT BD & E PROPERTIES LC SURVEY PLAT			
Drawn by: SRH	Date: 03/21	ENGR:	Date:
Checked by: KAC	Date: 03/21	APPR.:	Date:
Project No: 21-02-111	SCALE: AS NOTED	DRAWING No:	REVISION:

L-05 -