

For Recording Data

ER 10-3217 071278

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Recorded at request of Utah Power & Light Co. Fee Paid \$ 5.50
Date NOV 13 1978 at 2:41 PM MARGUERITE S. BOURNE Recorder Davis Count.
BY Theresa Van Sweden Deputy Book 738 Page 717

SE 7-40-1W

514342

UTAH POWER & LIGHT COMPANY

(UTAH CORPORATION)
UNDERGROUND

1. EASEMENT

HUMANA OF UTAH INC.

, a corporation doing business in the State of Utah, Grantor, hereby conveys and warrants to UTAH POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the underground electric transmission and distribution circuits of the Grantee, with the necessary transformers, transformer pads, pull boxes, service pedestals and other facilities related thereto, on, over, under and across a tract of land located in Davis County, Utah, described as follows:

SE
Beginning on the west boundary line of the Grantors' land at a point 990 feet North and 50 feet East, more or less, from the south one quarter corner of Section 7, T. 4 N., R. 1 W., S.L.M., thence N. 89°05'E. 515 feet, more or less, thence S.0°49'E. 178 feet to a new electrical box on said land and being in the SW 1/4 of the SE 1/4 of said Section 7.

SE
Beginning in the above described center line at a point 995 feet North and 360 feet East, more or less, from the south one quarter corner of Section 7, T. 4 N., R. 1 W., S.L.M., thence N. 2°32' E. 313.4 feet, thence S. 89°50'W. 152.5 feet to a new electrical box on said land and being in the SW 1/4 of the SE 1/4 of said Section 7.

This easement cancels and supersedes that certain easement contracted between Humana of Utah Inc., Grantor and Utah Power & Light Company, Grantee, dated Sept. 23, 1976 and recorded as Instrument No. 469894 Aug. 12, 1977, Book 663, Page 464, in the office of the County Recorder (continued on back)

Together with all necessary and reasonable right of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said underground facilities; and Grantee by the acceptance of this easement agrees to restore the premises to its prior existing condition as near as may be following any entry under the terms of this easement.

Abstracted
 Indexed
 Entered

WITNESS the hand of the Grantor, this 30th day of Aug., 1978.

HUMANA OF UTAH, INC. Company
By M. Pella Vice-President

Attest: [Signature] Assistant Secretary

Platted
Reviewed
Compared

STATE OF UTAH, KY. } ss.
County of JEFFERSON

On the 30th day of AUG., 1978, personally appeared before me, N.L. McHELLAN, who being by me duly sworn did say that he is the VICE President of HUMANA OF UTAH, INC., a corporation, and that said instrument was signed in behalf of said corporation by authority of _____ and said _____ acknowledged to me that said corporation executed the same.

My Commission expires October 10, 1979

Marcia Baker
Notary Public

Description Approved RL
Form & Execution Approved RL

Residing at _____
File No. 48250
P.C. 899
24110

718

of Davis County, State of Utah.

57-512