

# 12365

## UTAH POWER & LIGHT COMPANY EASEMENT

Return To:  
W. K. WARE  
Utah Power & Light Company  
Civil Engineering  
P. O. Box 809  
Salt Lake City, Utah 84110

KOLOB STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole, doing business in the State of Utah, Grantor, hereby grants, bargains, sells, conveys and warrants to UTAH POWER & LIGHT COMPANY, a Corporation, Grantee, its successors and assigns for a valuable consideration, a perpetual easement and right-of-way for the construction, erection, operation and continued maintenance, repair, alteration, inspection, relocation and/or replacement of one or more wood pole or steel tower lines for the transmission circuits of the Grantee, together with necessary cross-arms and other attachments, including guys, stubs and anchors affixed thereto for the support of said circuits, in, upon, along, over, through, across and under a tract of land situated in the County of Utah, State of Utah, particularly described as follows:

Said tracts of land situate in the SW 1/4 of the SW 1/4 of Section 32, Township 7 South, Range 3 East, Salt Lake Meridian, Lot 4 and the SW 1/4 of the NW 1/4 of Section 5, Township 8 South, Range 3 East, Salt Lake Meridian, described as follows:

Beginning at the North boundary line of the Grantor's land at a point 700 feet North and 1050 feet East, more or less, from the Southwest corner of Section 32, T. 7 S., R. 3 E., S.L.M. and running thence S 3°07' E. 570 feet, more or less, and S. 0°41' E. 735 feet, more or less, to the South boundary line of said Grantor's land; thence N. 88°45' W. 120 feet, more or less, along said South boundary line; thence N. 0°41' W. 720 feet, more or less; and N. 3°07' W. 580 feet, more or less, to the North boundary line of said Grantor's land; thence S. 88°45' E. 120 feet, more or less, along said North boundary line to the point of beginning; containing 3.59 acres, more or less.

Beginning at the South boundary line of Grantor's land at a point 108 feet North and 965 feet East, more or less, from the West one-quarter corner of Section 5., T. 8 S., R. 3 E., S.L.M. and running thence East 120 feet, more or less, along said South boundary line; thence N. 0°41' W. 1314 feet, more or less, to the North boundary line of said Grantor's land; thence West 120 feet, more or less, along said North boundary line; thence S. 0°14' E. 1314 feet, more or less, to the point of beginning; containing 3.62 acres, more or less.

Total 7.21 acres, more or less.

Together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees to enter at all times upon said premises to survey,

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W. K. WARE  
Utah Power & Light Company  
Cadastral Engineering  
P. O. Box 899  
Salt Lake City, Utah 84110

construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles and other supports, together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers and other fixtures, devices and appurtenances used or useful 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.

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 16 feet in height be placed or used thereon by Grantor or by Grantor's heirs, successors or assigns.

Lessee shall pay for damages caused by Lessee's installation, use, maintenance, repair, alteration, replacement or removal of the wood pole or steel tower lines, together with the cross-arms and other attachments to houses, barns, growing crops and fences. If such damages occur, Lessor shall present to Lessee the bill for such damages which shall be paid within a reasonable time.

Subject to the foregoing limitations, said right-of-way may be leased by Grantor for roads, agricultural crops and other purposes not inconsistent with this easement.

WITNESS the hand of the Grantor, this 26 day of MAY,

A.D., 1978.

UTAH POWER & LIGHT

RECORDED  
1981 APR 30 AM 9:43  
UTAH COUNTY RECORDER  
DEPUTY  
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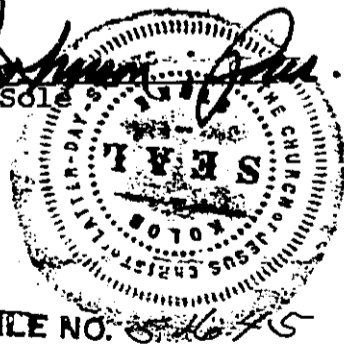
RECORDED AT THE REQUEST OF  
UTAH POWER & LIGHT

12365

KOLOB STAKE OF THE CHURCH OF JESUS  
CHRIST OF LATTER-DAY SAINTS, a Utah  
Corporation Sole

BY:

Corporation Sole



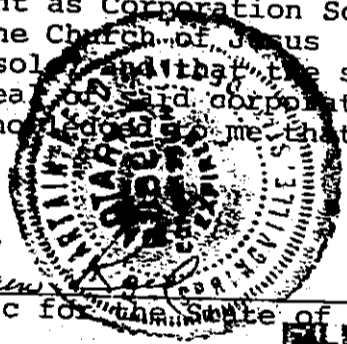
FILE NO. 5-16-75

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Old Springville Region Form # 1-40-80  
# 508-5039-50

STATE OF UTAH )  
COUNTY OF UTAH ) : ss

On this **26** day of **MAY**, 1978, personally appeared before me **GLENDON C. JOHNSON** personally known to me to be the **President** of the **Springville Utah Kolob Stake** of The Church of Jesus Christ of Latter-day Saints, who acknowledged to me that he signed the foregoing instrument as **Corporation Sole** of the **Kolob Stake** of The Church of Jesus Christ of Latter-day Saints, a corporation sole, and that the seal impressed on the within instrument is the seal of said corporation, and the said **GLENDON C. JOHNSON** acknowledged to me that the said corporation executed the same.



My commission expires:

5-10-82

**12365**

*[Signature]*  
Notary Public for the State of

FILE NO. 51645

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