

31257

EASEMENT

KV DISTRIBUTION LINE

Fund: School
Right of Way No. 3135

UTAH POWER & LIGHT
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THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, in consideration of the payment of \$3,387.33 plus a \$20.00 application fee, receipt of which is acknowledged, and the promise of the GRANTEE to pay \$20.00 to the GRANTOR on or before January 1, 1989, and every third year thereafter, or within 10 days of notice from GRANTOR that payment is due, hereby grants to Utah Power & Light Company, Suite B-115, 1849 West North Temple, Salt Lake City, UT 84116, GRANTEE, an easement for a 12.5 KV distribution line 338.733 rods in length & 10 feet wide, 5 ft. on either side of the centerline on State lands described as follows:

T6S, R1W, SLB&M Utah County
Sec. 3: Lots 1,2,3, SW4NE4, SE4NW4, NE4SW4

Beginning at a point south 7 feet, more or less, along the section line from the northeast corner of Section 3, T6S, R1W, SLB&M; thence N59°53'W 2743.1 feet; thence S0°16'W 2192.0 feet; thence S17°45'W 654.0 feet to the point of ending.

TO HAVE AND TO HOLD until GRANTEE, its successors and assigns shall fail to make any payment in accordance with its promise above set forth, but upon such failure, the right hereby granted shall terminate.

GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said distribution line, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said distribution line, so long as the easement shall remain in force and effect.

GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said distribution line. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE.

GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

THE GRANTEE COVENANTS and AGREES to relocate its facilities hereunder, at its own expense, in the event relocation is necessary for the construction of highways by the State of Utah, or any subdivision thereof, unless proportionate reimbursement of such costs has been obtained by the State of Utah or any such subdivision, pursuant to statutes of the State and the United States then in force, in which event the GRANTEE will be reimbursed for such costs in accordance with the applicable rules and regulations.

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GRANTEE shall at all times observe reasonable precautions to prevent fire on said easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said easement proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.

Surface areas will be cleaned of all trash and debris to the satisfaction of the GRANTOR.

GRANTEE shall surrender to GRANTOR said lands in the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement.

GRANTOR herein reserves the right to utilize said right of way and easement for access to and from the lands owned by GRANTOR on both sides of said easement.

GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said right of way; provided that no drilling of oil wells or mining shafts is being conducted within the boundaries of said right of way.

It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. GRANTEE shall report any discovery of a "site" or "Specimen" to the Division of State History in compliance with the provisions of Section 63-18-27, Utah Code Annotated (1953), as amended.

GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

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This EASEMENT shall be interpreted and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the State of Utah, by and through its Board of State Lands and Forestry has caused these presents to be executed this 5th day of March, 1986, by its Director, duly authorized by a resolution of said Board dated January 20, 1982.

GRANTOR: STATE OF UTAH
Division of State Lands and Forestry
3 Triad Center, Suite 400
355 West North Temple
Salt Lake City, Utah 84180

By:


RALPH A. MILES, DIRECTOR

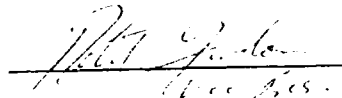
APPROVED AS TO FORM
DAVID L. WILKINSON
ATTORNEY GENERAL

By:



GRANTEE: Utah Power & Light Company
Suite B-115
1849 West North Temple
Salt Lake City, UT 84116

By:


J. M. GORDON

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STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 5th day of March, 1986, personally appeared before me Ralph A. Miles, who being by me duly sworn did say that he is the Director of the Division of State Lands and Forestry of the State of Utah, and said instrument was signed in behalf of the said Division of State Lands and Forestry by resolution of the Board of State Lands and Forestry, and said Ralph A. Miles acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 5th day of March, 1986.

Jean C. Lucas
Notary Public, residing at: S.L.C.



My Commission Expires: 4-16-86

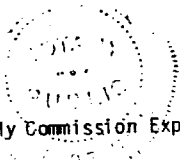
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 20th day of February, 1986, personally appeared before me ROBERT GORDON, who being by me duly sworn did say that he is the Vice President of Utah Power & Light Co., and said ROBERT GORDON acknowledged to me that said company executed the same.

Given under my hand and seal this 20th day of February, 1986.

John A. Ansell
Notary Public, residing at:
Salt Lake County, Utah

My Commission Expires:
November 12, 1986



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