

EXHIBIT A

PARCEL 2

327345

a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee with the necessary poles, towers, guys, stubs, cross-arms, braces and other attachments affixed thereto for the support of said circuits, on, over and across a tract of land located in WASHINGTON County, Utah,

FOR SERVICE DROP CROSSING LOT 230 TO SERVE LOT 229 IN THE BUENA VISTA SUBDIVISION PHASE #2. A SUBDIVISION LYING IN THE EAST 1/2 OF SECTION 15 TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN LOCATED 484 CIRCULA ROSITA, BUENA VISTA, WASHINGTON, UTAH.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement

PARCEL 12

a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, and one pole and no guy anchors, with the necessary stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over, under and across a tract of land located in Washington County, Utah, being 10 feet in width, 5 feet each side of the following described center line:

Beginning at an existing pole on the Grantor's land at a point 1145 feet north and 25 feet east, more or less, from the south one quarter corner of Section 11, T. 42 S., R. 15 W., S. L. M., thence N. 57° 05' E. 70.0 feet on said land and being in the SW 1/4 of the SE 1/4 of said Section 11.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement

a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, and two poles and one guy anchor, with the necessary stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over, under and across a tract of land located in Washington County, Utah, a right of way over the northwesterly seven (7) feet of the Grantors' land being seven (7) feet southeasterly of and adjacent to the following described northwesterly boundary line of said Grantors' land:

Beginning at the northeast corner of the Grantors' land at a point 815 feet north and 335 feet east, more or less, from the southwest corner of Section 15, T.42 S., R.15 W., S.L.M., thence S.50°59'W. 235 feet, more or less, along the northwesterly boundary line of said land to the northwest corner of the Grantors' land and being in the SW 1/4 of the SW 1/4 of said Section 15.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, and one pole and no guy anchors, with the necessary stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over, under and across a tract of land located in Washington County, Utah, a right of way over the southeasterly ten (10) feet of the Grantors' land being ten (10) feet northwesterly of and adjacent to the following described southeasterly boundary line of said Grantors' land:

Beginning at the east corner of the Grantor's land at a point 680 feet north and 155 feet east, more or less, from the southwest corner of Section 15, T.42 S., R.15 W., S.L.M., thence S.49°42'02"W 175 feet, more or less, along the southeasterly boundary line of said land to the south corner of the Grantors' land and being in the SW 1/4 of the SW 1/4 of said Section 15.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

PARCEL 19

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a perpetual
easement and right of way for the erection, operation and continued maintenance,
repair, alteration, inspection, relocation and replacement of the electric
transmission and distribution circuits of the Grantee, and one pole and
one guy anchor, with the necessary stubs, crossarms, braces and
other attachments affixed thereto, for the support of said circuits, on, over,
under and across a tract of land located in Washington
County, Utah, a right of way over the northwesterly ten (10) feet
of the Grantors' land being ten (10) feet southeasterly of and
adjacent to the following described northwesterly boundary line of
said Grantors' land:

Beginning at the northeast corner of the Grantors' land at a point
670 feet north and 155 feet east, more or less, from the southwest
corner of Section 15, T.42 S, R.15 W., S.L.M., thence S.49°42'02"W.
185 feet, more or less, along the northwesterly boundary line of
said land and being in the SW 1/4 of the SW 1/4 of said Section 15.

Together with all rights of ingress and egress necessary or convenient for
the full and complete use, occupation and enjoyment of the easement hereby
granted, and all rights and privileges incident thereto, including the right to
cut and remove timber, trees, brush, overhanging branches and other obstructions
which may injure or interfere with the Grantee's use, occupation or enjoyment of
this easement.

PARCEL 20

a perpetual
easement and right of way for the erection, operation and continued maintenance,
repair, alteration, inspection, relocation and replacement of the electric
transmission and distribution circuits of the Grantee, and three poles and
three guy anchors, with the necessary stubs, crossarms, braces and
other attachments affixed thereto, for the support of said circuits, on, over,
under and across a tract of land located in Washington
County, Utah, a right of way 10 feet wide, being 5 feet each side of
the following described survey line:

Beginning at a southeasterly boundary line of the Grantors' land
at a point 560 feet north and 15 feet east, more or less, from the
southwest corner of Section 15, T.42 S., R.15 W., S.L.M., thence
S.89°03'W. 265 feet, more or less, thence S.87°34'W. 40 feet, thence
N.0°03'W. 213 feet on said land and being in the SW 1/4 of the SW 1/4
of said Section 15 and the SE 1/4 of the SE 1/4 of Section 16,
Township and Range aforesaid.

Together with all rights of ingress and egress necessary or convenient for
the full and complete use, occupation and enjoyment of the easement hereby
granted, and all rights and privileges incident thereto, including the right to
cut and remove timber, trees, brush, overhanging branches and other obstructions
which may injure or interfere with the Grantee's use, occupation or enjoyment of
this easement.

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PARCEL 22

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a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, and 2 poles and no guy anchors, with the necessary stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over, under and across a tract of land located in Washington County, Utah, a right of way 10 feet in width, being 5 feet on each side of the following described survey line:

Beginning on the west boundary line of the Grantors' land at a point 116.5 feet north and 105 feet east, more or less, from the southwest corner of Lot 1, Block 5, Sandplot Annexation, thence East 103 feet, more or less, thence North 100 feet on said land and being in Lots 1 and 2 of said Block 5, in the SW 1/4 of the NW 1/4 of Section 23, T.42 S., R.15 W., S.L.M.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

PARCEL 23

a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, and no poles and one guy anchor, with the necessary stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over, under and across a tract of land located in Washington County, Utah, described as follows:

One guy anchor located on the Grantors' land at a point 116.5 feet north and 73 feet east, more or less, from the southwest corner of Lot 2, Block 5, Sandplot Annexation and being in said Lot 2 in the SW 1/4 of the NW 1/4 of Section 23, T.42 S., R.15 W., S.L.M.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

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PARCEL 24

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a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, and two poles and one guy anchor, with the necessary stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over, under and across a tract of land located in Washington County, Utah, a right of way 10 feet in width, being 5 feet on each side of the following described survey line:

Beginning in an existing power line on the Grantors' land at a point 116.5 feet north and 3 feet east, more or less, from the southwest corner of Lot 1, Block 5, Sandplot Annexation, thence East 105 feet to the east boundary line of said land and being in said Lot 1 in the SW 1/4 of the NW 1/4 of Section 23, T.42 S., R.15 W., S.L.M.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement

PARCEL 25

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land 10 feet in width, described as follows:

Center line of said strip of land begins at a point South $31^{\circ} 30'$ East 423 ft. from the South $\frac{1}{4}$ corner of Section 10, Township 42 South, Range 15 West, SLB&M and runs thence North $46^{\circ} 15'$ East 460 ft. more or less as staked or constructed on the land.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line including also the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 26

forever, a perpetual easement and right of way to erect and maintain telephones and electric light and power transmission wires over, and poles with necessary fixtures to support said wires in and upon, the following described land in Washington ----- county, State of Utah, to-wit. Across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 13 Tp. 42 S. R. 15 W.; S. L. Meridian, as now erected.

PARCEL 27

327345

the exclusive right to construct, reconstruct, operate and maintain electric power and/or telephone lines, and all necessary poles, towers, lines and appurtenances over and upon a strip of land 20 feet in width, described as follows:

Centerline of said 20 foot strip begins at a point North 49°20' East 477 feet from the Southwest corner of the Northwest quarter of the Southeast quarter of Section 13, Township 42 South, Range 15 West, S.L.B.M., Washington County, Utah, running thence North 73°42' East 506 feet thence South 87°08' East 963 feet to the existing California-Pacific Utilities Company right of way.

Together with the right to fell or trim any trees thereon, or upon or adjacent to said lands, for obtaining and maintaining proper clearances for said line or lines, also the right to cross over the adjoining lands of Grantors and to install guys and anchors thereon.

PARCEL 31

a perpetual easement and right of way to erect and maintain telephone and electric light and power transmission wires over, and poles with necessary fixtures to support said wires, in and upon, the following described land in Washington county, State of Utah, to-wit: Across the N. 1/2 Sec. 14

Tp. 42 S. R. 15 W. SL I. Meridian, as now erected.

PARCEL 32

tion the perpetual exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land 7.5 feet in width, the NORTH line of said strip described as follows

Beginning at a point North 100 feet from the center of Block 9 Washington Town Resurvey in the Southwest 1/4 of section 14 T42S R15W SLB&M and running thence East 90 feet more or less to a point of end as staked or constructed on the land.

all as located on the ground

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line, including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 33

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the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land15..... feet in width, described as follows:

Center line of said strip of land begins North 12 feet and N 0° 02' 48" W 1392.19 feet from the East 1/4 corner of Sec. 14, T42S, R15W SLB&M, and runs thence N 1° 02' 48" E. 410 feet, more or less, as staked or constructed on the land.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line, including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 34

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land15..... feet in width, described as follows:

Center line of said strip of land begins North 12 feet and N 0° 02' 48" W. 1392.19 feet from the East 1/4 corner of Sec. 14, T42S, R15W, SLB&M, and runs thence N 1° 02' 48" E. 410 feet, more or less, as staked or constructed on the land.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line, including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 35

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land10..... feet in width, described as follows:

Center line of said strip of land begins at a point which is 5 ft. North 29° West of the Northeast corner of Lot 39 Washington Park Subdivision Unit 2 which is in the North 1/2 of Sec. 14, Township 42 South, Range 15 West, SLB&M thence South 61° West 90.00 ft. more or less as staked or constructed on the ground.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line, including, also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 36

327345

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land¹10..... feet in width, described as follows:

Center line of said strip of land begins at the Northeast corner of Lot 79, Washington Park Subdivision, Unit 2, which is in the North $\frac{1}{2}$ of Sec. 14, Township 42 South, Range 15 West, SLB&M, thence South 61° West 90' more or less as staked or constructed on the ground.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line, including also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 37

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land¹7..... feet in width, described as follows:

North Boundary line of said 7' (foot) strip commences 79' (feet) north from the Southeast corner, Lot 7, Block 32, Sec. 14, T. 42 S., R. 15 W., SLM, Washington Town Resurvey, and runs thence westerly 99' (feet), as staked and located on ground

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line, including also the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 38

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land¹7..... feet in width, described as follows:

South boundary line of said 7 ft. strip commences, 102 ft. South of the north east corner of lot 6, Block 32, Sec. 14, T. 42 S, R. 15 W, S.L.M., Washington Town Resurvey Thence runs West 99 ft., as staked and located on the ground.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line, including also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 39

327345

the exclusive right to construct, reconstruct, operate and

maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land ... 10 ... feet in width, described as follows:

Center line of said 10 ft. strip begins at a point 85 ft. west of the northeast corner of lot 4, block 18, section 14, township 42 S range 15 W, Washington Town Survey, Washington County, Utah and runs thence south 0° 51' west 125 ft. as staked and located on the ground.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line including also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 40

the exclusive right to construct, reconstruct, operate and

maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land ... 10 ... feet in width, described as follows:

Beginning at a point eighty-nine and eighty-one hundredths (89.81) feet east of the southwest corner of lot 20 Mountain View Subdivision in Block 13 Washington Town Survey Section 14 Township 42 south range 15 west SLB&M; thence S 56° 30' east one hundred twenty-five (125) feet excluding that portion crossing 200 South Street as staked and constructed on the ground.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line; including also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 41

the exclusive right to construct, reconstruct, operate and

maintain electric power or telephone lines and or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land ... 7 1/2 ... feet in width, described as follows:

THE CENTER OF THE SAID STRIP OF LAND BEGINS AT A POINT ONE HUNDRED SEVENTY AND TWENTY FIVE HUNDREDTHS (170.25) FEET EAST AND SOUTH 0° 13' WEST FORTY ONE AND TWENTY FIVE HUNDREDTHS (41.25) FEET OF THE CENTER OF THE INTERSECTION OF 100 WEST AND 300 NORTH, CITY OF WASHINGTON SECTION 14 T42S-R15W SLB&M. THENCE SOUTH 0° 13' WEST NINETY (90) FEET MORE OR LESS AS STAKED OR CONSTRUCTED ON THE LAND. ALSO THE STRIP OF LAND THAT BEGINS AT A POINT THREE HUNDRED SIXTY AND TWENTY FIVE HUNDREDTHS (360.25) FEET EAST AND FORTY ONE AND TWENTY FIVE HUNDREDTHS (41.25) FEET SOUTH 0° 13' WEST OF THE CENTER OF THE INTERSECTION OF 100 WEST AND 300 NORTH, CITY OF WASHINGTON SECTION 14 T42S-R15W SLB&M. THENCE SOUTH 0° 13' WEST NINETY (90) FEET MORE OR LESS AS STAKED OR CONSTRUCTED ON THE LAND.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line including also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 42

327345

a Right-of-

Way Easement and right to construct, operate and maintain an overhead electrical power line and facility, from time to time, as said grantee may require over the following described land owned by grantor, located in the County of Washington, State of Utah, to-wit:

A Power Line Easement 15 feet in width, the center line of which is described as follows: BEGINNING at an existing Power Pole on the East side of 300 East Street, said point being South 0°08' 40" East 1260.10 feet along the Center Section line and East 20.30 feet from the North 1/2 Corner of Section 14, Township 42 South, Range 15 West, 5136M and running thence North 45°30' East 226.0 feet.

TOGETHER WITH the right of ingress and egress over and across the lands of the grantor to and from the above described property, and the right to keep said property clear of obstructions as may be necessary for the use and enjoyment of said Right-of-Way.

The grantor reserves the right to use and occupy all of the above described property for all purposes not inconsistent with the rights herein granted.

PARCEL 43

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipes, valves and appurtenances, over, under and upon a strip of land feet in width, described as follows: South boundary line of said 7 foot strip commences 79' (feet) North from the southeast corner, Lot 7, Block 32, Section 14, T. 42 S., R. 15 W., 51M, Washington Town Re-survey and runs thence westerly 79' (feet), as staked and located on ground.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line, including, also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 44

327345

the exclusive right to construct, reconstruct, operate and

maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appur-
tances, over, under and upon a strip of land10..... feet in width, described as follows:

Beginning at a point approximately 600 ft. east of the northeast corner of the
SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 14, township 12 So., Range 15 West SLN&B and running thence
E $\frac{1}{2}$ north 660 feet as staked and located on the ground and excluding that portion of
land occupied by the Utah State Highway right-of-way.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining
proper clearances for said line including also the right of crossing over our adjoining lands and to install guys and anchors
thereon

PARCEL 45

the exclusive right to construct, reconstruct, operate and

maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appur-
tances, over, under and upon a strip of land7..... feet in width, described as follows:

North boundary line of said 7 ft. strip commences 88 ft. South of the North east
corner of lot 6, Block 32, Sec. 11, T 42 S, R 15 W, S. L. M., Washington Town range survey.
thence runs west 99 ft., as staked and located on the ground.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining
proper clearances for said line including also the right of crossing over our adjoining lands and to install guys and anchors
thereon

PARCEL 47

the exclusive right to construct, reconstruct, operate and

maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appur-
tances, over, under and upon a strip of land10..... feet in width, described as follows:

Center line of said strip of land begins at the NW corner of lot 4
Washington Park Subdivision Unit 2 located in the north $\frac{1}{2}$ of section 14
and the southeast $\frac{1}{4}$ of section 11 T 42 S, R 15 W, SLB & M, Washington
County, Utah and runs thence east 100 ft. as staked or constructed on
the land.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining
proper clearances for said line, including also, the right of crossing over our adjoining lands and to install guys and anchors
thereon.

PARCEL 49

327345

the perpetual exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land 15 feet in width, the CENTER line of said strip described as follows:

BEGINNING AT A POINT NORTH 11° 00' EAST 128 FEET OF THE SOUTHWEST CORNER OF LOT 4 BUENA VISTA SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, T 42 S R 15 W, SLB&M AND RUNNING THENCE SOUTH 37° 5' EAST 144 FEET MORE OR LESS AS STAKED OR CONSTRUCTED ON THE LAND.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line including also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 50

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land 10 feet in width, described as follows:

Center line of said strip of land begins at a point one thousand four hundred eighty-five (1,485) feet S 34° 25' E and two hundred and forty (240) feet N 49° 15' E of the N 1/4 Cor of Sec 15 T42S-R15W SLB&M; thence N 8° 35' west one hundred eighty-five (185) feet more or less as constructed on the land.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line including also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 51

the perpetual exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land 15 feet in width, the center line of said strip described as follows.

BEGINNING AT A POINT SOUTH 7.5 FEET FROM THE NORTHEAST CORNER OF LOT 555 BUENA VISTA SUBDIVISION LOCATED IN THE N1/2 OF SECTION 15, T42S-R15W, SLB&M AND RUNNING THENCE WEST 100 FEET MORE OR LESS AS STAKED OR CONSTRUCTED ON THE LAND all as located on the ground.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands for obtaining and maintaining proper clearances for said line, including also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 52

the exclusive right to construct, reconstruct, operate and

maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipes, valves and appurtenances, over, under and upon a strip of land 10 feet in width, described as follows:

Centerline of said 10 foot strip commences at a point which lies south 370 feet and east 210 feet from the north 1/4 corner of section 15, township 42 south, range 15 west, SLB¹⁴, Washington County, Utah, and runs thence west 740 feet as staked and located on the ground.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line, including also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 53

the exclusive right to construct, reconstruct, operate and

maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipes, valves and appurtenances, over, under and upon a strip of land 10 feet in width, described as follows:

Centerline of said right-of-way begins at a point approximately 324 feet west and 90 feet north from the SE corner of the SE 1/4 of Sec. 15, Twp. 42 S, Rge 15 W, SLM&B and runs thence N 89°20' West 250 feet.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line, including also, the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 55

the exclusive right to construct, reconstruct, operate and

maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipes, valves and appurtenances, over, under and upon a strip of land 15 feet in width, described as follows:

Centerline of said 15 foot strip commences 618 feet West and 10 feet South of the Northeast corner of the Northwest quarter of the Southeast quarter of Section 15, Township 42, South, Range 15 West, SLB Washington City, Washington County, Utah, and runs thence North 54°47' West 670 feet as staked and located on the ground.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands for obtaining and maintaining proper clearances for said line; including also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 56

327345

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land15..... feet in width, described as follows:

Center line of said 15 foot strip commences at a point which lies 650 feet East and North 54° 47' West 650 feet from the center of Section 15, Township 42 South, Range 15 West, SLEM Washington County, Utah and runs thence North 54° 47' West 110 feet thence North 45° 57' East 1275 feet thence North 38° 42' West 975 feet as staked and located on the ground.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line, including also, the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 57

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land .. ten (10) .. feet in width, described as follows:

The center line of said strip of land begins at a point seven hundred sixty-five (765) feet east and forty-five (45) feet south of the center of section 15 T42S R15W SLB&M thence S 51° 03' W. sixty-seven (67) feet more or less as staked and constructed on the land.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line: including also the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 58

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land10..... feet in width, described as follows:

Center line of said strip of land begins at a point one thousand four hundred eighty-five (1,485) feet S 34° 25' E of the N 1/4 Cor Sec 15 T42S-R15W SLB&M; thence N 49° 15' E two hundred and forty (240) feet more or less as constructed on the land.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line including also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 59

327345

the exclusive right to construct, reconstruct, operate and

maintain electric power or telephone lines and/or gas or water mains and all necessary poles towers, pipe, valves and appurtenances, over, under and upon a strip of land 10..... .. feet in width, described as follows:

Center line of said strip of land begins at a point 650 feet W and 555 feet N of the S 1/4 corner of section 15 T 42 S, R 15 W, SLB&M in Washington County, Utah and runs thence; N 23° 48' W 195 feet as staked or constructed on the land,

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands, for obtaining and maintaining proper clearances for said line including also the right of crossing over our adjoining lands and to install guys and anchors thereon.

PARCEL 60

a perpetual and exclusive right to construct, reconstruct, operate

and maintain electric power and telephone lines, and all necessary poles and appurtenances thereto, over, across and upon a strip of land 10 feet in width, described as follows:

Centerline of said 10 foot strip commences 5 feet East of the Southwest corner of the Southeast quarter of the Southwest Quarter of Section 15, Township 42 South, Range 15 West, SIM, Washington County, Utah, and runs thence North 300 feet to U.S. Highway 21 as staked and located on the ground.

TOGETHER with the right to fell or trim any trees thereon, or upon our adjacent lands, for obtaining and maintaining proper clearances for said line; including, also, the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 62

the easement and right to construct, reconstruct, operate, maintain, repair, replace and remove electric power lines and 2 poles, over and upon a strip of land 25 feet in width, the center line of said strip described as follows:

Beginning at a point located approximately 12 1/2 feet East of the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 15 of Township 42 South, Range 15 West, SLB&M, Washington County, Utah and proceeding North for a distance of 290 feet, more or less.

TOGETHER with the right to fell or trim any trees or brush thereon, for obtaining and maintaining proper clearances for said line.

THE PROVISIONS of this easement shall inure to the benefit of and bind the successor and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

PARCEL 63

327345

the perpetual exclusive right to construct reconstruct operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles towers, pipe, valves and appurtenances, over under and upon a strip of land 15 feet in width, the WEST line of said strip described as follows

BEGINNING AT A POINT SOUTH 350 FEET FROM THE WEST 1/4 CORNER OF SECTION 23 T42S R15W SLB&M AND RUNNING THENCE NORTH 650 FEET MORE OR LESS AS STAKED OR CONSTRUCTED ON THE LAND, all as located on the ground

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands for obtaining and maintaining proper clearances for said line, including also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 64

the exclusive right to construct, reconstruct, operate and maintain electric power or telephone lines and/or gas or water mains and all necessary poles, towers, pipe, valves and appurtenances, over, under and upon a strip of land . . . 11 feet in width, described as follows:

Center line of said 11' strip commences 1,485 feet West and 500 feet South from the SE corner of Sec. 23 T42S R15W SLB&M and running thence East 600 feet, as staked and located on the ground.

TOGETHER with the right to fell or trim any trees thereon or upon our adjacent lands, for obtaining and maintaining proper clearances for said line, including also the right of crossing over our adjoining lands and to install guys and anchors thereon

PARCEL 65

we ~~have~~ right to construct, reconstruct, operate and maintain electric power and/or telephone lines, and all necessary poles, towers, lines and appurtenances over and upon a strip of land 15 feet in width as described as follows:

The centerline of said 15 foot strip commences 115 feet South, 112 feet West of the North 1/4 corner of Section 23, Township 42 South, Range 15 West, SLBM Washington County, Utah, and runs thence southerly 820 feet more or less to a point 915 feet South of said North 1/4 corner of said Section 23, as staked and located on the ground.

Together with the right to fell or trim any trees thereon, or upon or adjacent to said lands, for obtaining and maintaining proper clearances for said line or lines, also the right to cross over the adjoining lands of the Grantors and to install guys and anchors thereon.

EXHIBIT B

E A S E M E N T

25 kV Distribution Line

327345

Fund: School
Right of Way No. 3096

THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, in consideration of the payment of \$557.39 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, 1988, and every third year thereafter, or within 10 days of notice from GRANTOR that payment is due, hereby grants to Utah Power & Light, Suite B-115, 1849 West North Temple, Salt Lake City, Utah 84116, GRANTEE, an easement for a 25 kV Distribution Power Line on State lands described as follows:

Township 42 South, Range 15 West, SLB&M Washington County
Section 2: A Right of Way 10 feet in width

being 5 ft. on each side of the following described survey line: Beginning at a pole in an existing power line on the Grantor's land at a point 130 ft. S. and 428 E., more or less, from the W one quarter corner of Sec. 2, T42S, R15W, S.L.M., thence S. 87°59' W. 866.7 ft. on said land and being in the NW¼ of the SW¼ of said Sec. 2, and the NE¼ of the SE¼ of Sec. 3, Township and Range aforesaid.

Beginning in the above described survey line on the Grantor's land at a point 130 Ft. S. and 428 Ft E., more or less, from the W. one quarter corner of Sec. 2, T42S, R15W, S.L.M., thence N 87°59' E. 53 Ft. on said land and being in the NW¼ of the SW¼ of said Sec. 2.

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.

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PARCEL 11

EXHIBIT B
Page 1 of 27

327345

GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said power 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 power 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 power 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.

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.

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327345

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.

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

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327345

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 11th day of December, 1985, 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 84114

By: 
RALPH MILES, DIRECTOR

APPROVED AS TO
DAVID L. WILKINSON
ATTORNEY GENERAL

By 

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

By: 

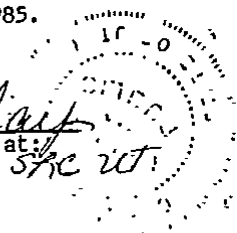
418

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 16th day of December, 1985, 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 16th day of December, 1985.

Cherie Clark
Notary Public, residing at:



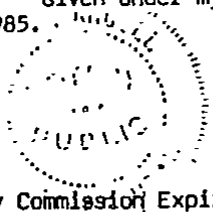
My Commission Expires: 6/26/88

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

On the 2nd day of December, 1985, 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 2nd day of December, 1985.

Wann Arnold
Notary Public, residing at:
Salt Lake County, Utah



My Commission Expires:
November 12, 1986

327345

EASEMENT

Electrical Distribution Line

Fund: School
Right of Way No. 2525

THE STATE OF UTAH, by and through the Division of State Lands and Forestry, GRANTOR, hereby grants to Utah Power & Light Company, 1407 West North Temple, Salt Lake City, Utah 84110, GRANTEE, an easement for an electrical distribution line on state lands. The fee for this line was included in the initial payment for SULA No. 512, which is attached hereto as Exhibit A, and no charge will be made to the GRANTEE at this time. However, if SULA NO. 512 is cancelled, terminated or expires, GRANTEE will at that time have the option of cancelling this Right-of-Way, or paying full value at that time to maintain said Right-of-Way. Said Right-of-Way is described as follows:

Township 42 South, Range 15 West, SL&B&M
Section 11: Washington County
(See attached plat Exhibit B)

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 electrical distribution line, and hold GRANTOR harmless from any and all liability which may arise from the construction and maintenance of said electrical 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 telephone 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.

327345

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.

421

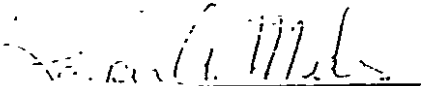
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GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations.

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 27th day of April, 1983, 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
3100 State Office Building
Salt Lake City, Utah 84114

By: 
RALPH A. MILES, DIRECTOR

GRANTEE: UTAH POWER & LIGHT COMPANY
1407 West North Temple
Salt Lake City, Utah 84110

By: _____

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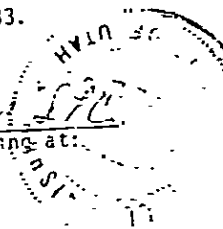
STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

327345

On this 21 day of April, 1983, 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 20th day of April, 1983.

M. J. [Signature]
Notary Public, residing at:



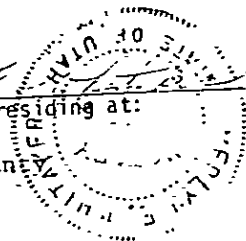
My Commission Expires: 12/1/83

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

On the 31st day of March, 1983, 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 31st day of March, 1983.

M. J. [Signature]
Notary Public, residing at:



My Commission Expires: 9/10/85

Salt Lake County

APPROVED AS TO FORM:
DAVID L. WILKINSON
ATTORNEY GENERAL

EXHIBIT **327315**

SPECIAL USE LEASE AGREEMENT NO. 512

W. R. WATTS
Utah Power & Light Company
Consulting Engineering
P. O. Box 839
Salt Lake City, Utah 84110

School Fund

The STATE OF UTAH, acting by and through the DIVISION OF STATE LANDS, LESSOR, hereby leases to Richard Fillmore, Circle F Development Company, Ltd., LESSEE, 259 North 300 East, P.O. Box G, Washington, Utah 84780, the following described tracts of State land in Washington County, Utah, to-wit:

Tract I

Beginning at a point $S00^{\circ}19'19''E$ 418.00 feet along the center section line from the Northeast corner $SE\frac{1}{4}SW\frac{1}{4}$ Section 11, Township 42 South, Range 15 West, $SLB\&M$ and running thence $S88^{\circ}45'56''W$ 208.00 ft. thence $N00^{\circ}19'19''W$ 85.00 ft. thence $S88^{\circ}45'56''W$ 250.00 ft., thence $N00^{\circ}19'19''W$ 20.00 ft., thence $S88^{\circ}45'56''W$ 506.33 ft., thence $S00^{\circ}19'19''E$ 155.00 ft. thence $N88^{\circ}45'56''E$ 10.00 ft. thence $S00^{\circ}19'19''E$ 193.29 ft. thence $N88^{\circ}45'56''E$ 99.11 ft. to a point on a 286.43 foot radius curve to the left (radius point bears $N75^{\circ}10'49''E$), thence along the arc of said curve 79.80 ft., thence $S30^{\circ}47'E$ 371.45 ft. to the northerly right-of-way, of the I-15 frontage road also being on an 11,659.2 ft. radius curve to the right (radius point bears $S31^{\circ}07'39''E$), thence along the arc of said curve and right-of-way northeasterly 66.00 ft., thence $N30^{\circ}47'W$ 286.21 ft. to a point of tangency, with a 220.43 foot radius curve to the right, thence along the arc of said curve 45.31 ft. thence $N88^{\circ}45'56''E$ 704.31 ft., to a point on an 11,659.2 ft. radius curve to the right (radius point bears $S27^{\circ}46'05''E$) also being said I-15 right-of-way, thence along said curve and right-of-way 92.70 ft. to said center section line, thence along said line $N00^{\circ}19'19''W$ 202.23 ft. to the point of beginning, containing 7.53 acres.

Tract II

Beginning at a point $N59^{\circ}32'43''E$, 1,351.46' from the SW Cor of Section 11 T42S, R15W, $SLB\&M$; thence north 200' along a county road; thence west 1,165'; thence north 950'; thence east 1,140' to a point within a county road; thence northwesterly 898' along a county road; thence east 7,180' to a point on the R.O.W. line of I-15; thence southwesterly along said R.O.W. 4,133'; thence west 1,720'; thence south 630'; thence west 1,475' to the point of beginning less Tract I. Containing 207.47 acres more or less.

TO HAVE AND TO HOLD for a term of 51 years, beginning as of September 1, 1981, subject to any and all existing valid rights in said land and subject also to the following terms and conditions. LESSOR and LESSEE enter into this Special Use Lease Agreement for the purpose that LESSEE develop the land in the manner hereinafter described and consistent with the principles and objectives of land development expressed and implicit in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and Article X of the Constitution of the State of Utah.

1. The subject tracts shall be used by LESSEE for the purpose of developing the aforesaid Tract I as a residential subdivision of the type depicted on a Master Plan attached hereto and made a part of this lease.

Tract II is leased for the purpose of future development with the approval of the Board of State Lands.

All improvements constructed on the subject tracts shall comply with the applicable provisions of the Uniform Building Code, Current Edition, International Conference of Building Officials.

2. LESSEE shall pay to the LESSOR as rental for the subject tract the sum of \$240.00 per acre per annum for subject Tract I and for subject Tract II \$10.00 per acre per annum for the first two year period of this lease. LESSOR acknowledges the receipt of \$1,807.20 for subject Tract I and \$2,074.70 for subject Tract II covering rental for the year September 1, 1981, through August 31, 1982, plus the \$20.00 application fee. Failure to pay the rental for a period of one month from the date such rent is due shall work a forfeiture of the lease upon expiration of thirty (30) days written notice by LESSOR to LESSEE, requiring performance, if payment shall not be made within said thirty (30) day period.

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PARCEL 13

EXHIBIT B
Page 10 of 21

3. LESSEE agrees that LESSOR, after the initial two year period, shall have the right to adjust the annual rentals for Tract 1 as provided for in paragraph 2, at the end of each one year period based on the following formula:

1st. Year and 2nd Year	\$3,000 x acres in development lease	X	.08
3rd Year	\$3,000 x acres in development lease	X	.09
4th Year	\$3,000 x acres in development lease	X	.10
5th. Year	\$3,000 x acres in development lease	X	.11
6th. Year	\$3,000 x acres in development lease	X	.12
7th. Year	\$3,000 x acres in development lease	X	.13
8th. Year	\$3,000 x acres in development lease	X	.14
9th Year	\$3,000 x acres in development lease	X	.15
10th. Year	\$3,000 x acres in development lease	X	.16

LESSEE also agrees that at the end of two (2) years from the date of this lease, and, if necessary, for each two (2) year period thereafter, if LESSEE has not developed the land as proposed in Paragraph (1), LESSEE shall then be required to appear before the Board of State Lands and show that it has exercised due diligence toward development of the land. If LESSEE fails to show due diligence, then LESSEE agrees that LESSOR may, at its option, terminate this lease agreement as to any or all the land not subleased hereunder. In the event LESSOR so terminates, then the rights granted under this lease shall revert to the State.

4. LESSEE, in exercising the privileges granted by this lease, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, rules and regulations which are applicable to the subject tract and operations covered by this lease.

5. LESSEE shall be bound by all of the provisions, conditions, and prohibitions of Chapter 14 of Title 73, Utah Code Annotated (1953), as amended. No waste or by-products shall be discharged which contain any substance in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

6. LESSEE shall take reasonable precautions to protect, in place, all public land survey monuments and private property corners.

7. LESSEE agrees to permit LESSOR free and unrestricted access to and upon the subject tract at all reasonable times for all lawful and proper purposes not inconsistent with the intent of this lease or with the reasonable exercise and enjoyment by the LESSEE of the rights and privileges granted herein.

8. 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. LESSEE 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.

9. LESSEE may relinquish or surrender this lease at any time during the term hereof by giving LESSOR one year's advance written notice, and by paying all rentals due to the effective date of such relinquishment or surrender, provided all accounts are in good standing and all terms and conditions have been performed by LESSEE. The relinquishment or surrender shall become effective upon written acceptance thereof by LESSOR.

10. This lease may be terminated by LESSOR upon breach of any conditions hereof. If LESSOR determines the LESSEE, its assigns or successors in interest have breached any conditions of this lease, LESSOR shall notify the adjoining party (parties) in writing by certified mail, return receipt

requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may reasonably be required under the circumstances, to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, LESSOR may terminate this lease upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage accrued prior to such termination.

11. This lease is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules and regulations as may be hereafter promulgated by the State, provided that such laws and any such rules and regulations do not impair the rights granted hereunder or enlarge any obligations hereby assumed.

12. LESSEE shall neither commit nor permit any waste on the said leased lands. LESSEE shall maintain said lands in good condition and at its own expense, free from any nuisance. Surface areas will be cleaned of all trash and debris to the satisfaction of the LESSOR. LESSEE shall maintain the leased premises to standards of repair, orderliness, neatness, sanitation, and safety as required by law and applicable regulations.

13. LESSEE agrees at the time of commencement of construction of general improvements on the premises to furnish a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the LESSOR, in the penal sum of not more than Ten Thousand Dollars (\$10,000.00) conditioned upon full compliance with all terms and conditions of this lease and the Rules and Regulations relating hereto. This surety bond shall be released upon the completion of improvements by LESSEE.

14. LESSEE shall have the right to remove any improvements and any personal property placed on the lands by LESSEE, provided that the same shall be removed within 60 (sixty) days after the expiration of the term of this lease, provided that the LESSEE shall properly restore any damage caused thereby to the subject tract or any improvements remaining thereon, and provided that LESSOR shall have the option to retain without compensation to LESSEE any and all underground pipes or facilities for water and sewer now on the premises or subsequently installed thereon by LESSEE.

15. LESSEE shall indemnify and hold LESSOR harmless from and against any claim or cause of action for injury or damage to person or property in any way caused by or arising out of the activity or presence upon the premises of LESSEE its servants, employees, agents, sublessees, assignees or invitees.

16. LESSOR expressly reserves the right to lease said lands to third parties for mineral exploration and/or development purposes together with the right to grant the mineral lessee reasonable access by ingress and egress to and from the mineral estate through the surface estate in connection with mineral exploration and/or development, but without damage to improvements made by LESSEE.

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

18. If LESSEE shall initiate or establish any water right on the leased premises, such right shall become an appurtenance of the leased premises. LESSEE agrees that any existing application to appropriate water on said State land shall be transferred to the Division of State Lands after the application has been completed, without any cost to the State. It is expressly understood and agreed that this lease does not confer any rights upon LESSEE to use any water presently developed on the subject lands.

19. LESSEE shall at all times observe reasonable precautions to prevent fire on the leased premises and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a

fire on the leased premises proximately caused by LESSEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester, LESSEE agrees to reimburse LESSOR for the cost of such fire suppression action.

20. LESSEE shall comply with any and all valid sanitation and pollution regulations prescribed by any governmental agency having jurisdiction; LESSEE agrees to indemnify LESSOR for any damage which LESSOR may suffer which arises out of the improper or unlawful disposal of refuse associated with said land.

21. LESSEE may fence the leased premises at his own expense, but if there is no fence erected, LESSEE shall have no right of action against any other State grazing permittee by reason of a trespass upon the leased premises.

22. In the event of any breach of this agreement, the party at fault shall pay all costs of enforcing the same, including reasonable attorney's fees.

23. Any notice contemplated herein to be served upon LESSEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

Richard Fillmore, Circle F Development Company, Ltd.
259 North 300 East, P.O. Box G
Washington, Utah 84780

or at any such other address as LESSEE may from time to time designate by written notice to LESSOR.

24. The provisions hereof shall inure to and be binding upon the successors and assigns of LESSEE.

25. This lease is not transferable without the prior express written consent of the Lessor, except as otherwise provided in Paragraph 26 hereof. Except as otherwise provided in said Paragraph 26, if LESSEE, through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceedings, shall cease to be the holder of this lease and is unable to furnish adequate proof of ability to redeem or otherwise re-establish title to said improvements, this lease shall be subject to cancellation.

26. a. Except as provided in subparagraph (b) below, the acquisition via assignment by another party under an agreement with the Lessee of any right or obligation of the Lessee under this lease shall be ineffective as to the Lessor unless and until Lessor shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval (i) operate to relieve the Lessee of the responsibilities or liabilities assumed by Lessee hereunder, or (ii) be given unless such other party is acceptable to Lessor as a Lessee, and assumes in writing all of the obligations of the Lessee under the terms of this lease as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

b. Lessee shall have the right to enter into subleases covering the subject tract or portions thereof or of the subject improvements. Approval by LESSOR of individual subleases shall not be required; approval of the standard form only will be sufficient. No such sublease shall operate to relieve Lessee of the responsibilities or liabilities assumed by Lessee hereunder.

(i) Lessor does hereby acknowledge and agree that Lessee and its sublessees may finance the construction and purchase of improvements on the subject tract and that in connection with said financing may pledge, assign, or otherwise convey to a financing institution or

individual Lessee's or sublessee's rights under subleases and in and to such improvements (such rights being hereinafter referred to as the "collateral") as security for the repayment of loans. In case of default in the repayment of such loans said financing institution or party holding the collateral as security may foreclose and exercise other remedies with respect to the collateral and such foreclosure and exercise of other remedies shall not be deemed an act of default under this development lease; provided, however, that no interest so pledged, assigned, or conveyed shall be effective to cover more than the Lessee or sublessee has acquired; and provided further, that Lessor shall not be deemed under any circumstances to have subordinated its paramount title as Lessor.

(ii) In the event of foreclosure and the exercise of other remedies with respect to the collateral, the financial institution or party holding the collateral as security may take possession, and may use and continue to use such collateral as long as the covenants and obligations of Lessee with respect to the collateral are performed.

(iii) Lessor further agrees that if Lessee should default under this development lease and if Lessor shall exercise its option to terminate this development lease, all subleases on forms approved by Lessor shall continue for the terms therein specified so long as the covenants and obligations of the sublessees under the subleases are performed, it being the intention of the parties that the subleases shall continue in force if the obligations of the sublessees are performed, for the benefit of Lessor as successor to the rights of Lessee.

(iv) Nothing herein shall be construed to prevent Lessor from taking over the rights of Lessee under said subleases or from exercising any of Lessor's other rights under this development lease.

27. LESSEE shall have, at the expiration of the primary term of this lease, the right to renew this lease as to all or part of the lands contained herein, provided, that only lands which have been developed as provided for in paragraph 1 shall be included in such renewal. Any renewal of lands as provided herein shall be based on terms to be negotiated and agreed upon by LESSOR and LESSEE.

28. IN WITNESS WHEREOF, the Director of the Utah Division of State Lands has executed this instrument as of the 17th day of Nov., 1981, by authority of a resolution of the Board of State Lands, dated June 21, 1978.

LESSOR: STATE OF UTAH
DIVISION OF STATE LANDS
Room 411, 231 East 400 South
Salt Lake City, Utah 84111

[Signature]
WILLIAM K. WENGER, Director

LESSEE:

APPROVED AS TO FORM
DAVID L. JOHNSON
Attorney General
[Signature]

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By: *[Signature]*
Richard Fillmore
Circle F Development Company

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

On the 19th day of Nov., 1981, personally appeared before me Richard J. Allmore, who being by me duly sworn did say that he is the Director of the Division of State Lands of the State of Utah, and that said instrument was signed in behalf of said Board by resolution of the Board, and said Richard J. Allmore acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 19th day of Nov., 1981.

Lynda W. Belier
Notary Public, residing at: Salt Lake.

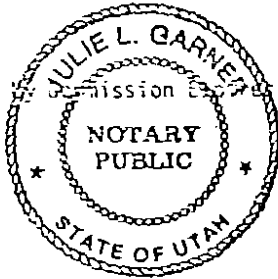
My Commission Expires: 10-1-85

STATE OF UTAH)
) ss.
COUNTY OF)

On the 19th day of Nov., 1981, personally appeared before me Richard J. Allmore, who being by me duly sworn did say that he is the resident of Circle J Development Co. and said Richard J. Allmore acknowledged to me that said limited partnership executed the same.

Given under my hand and seal this 19th day of Nov., 1981.

Julie L. Garner
Notary Public, residing at:



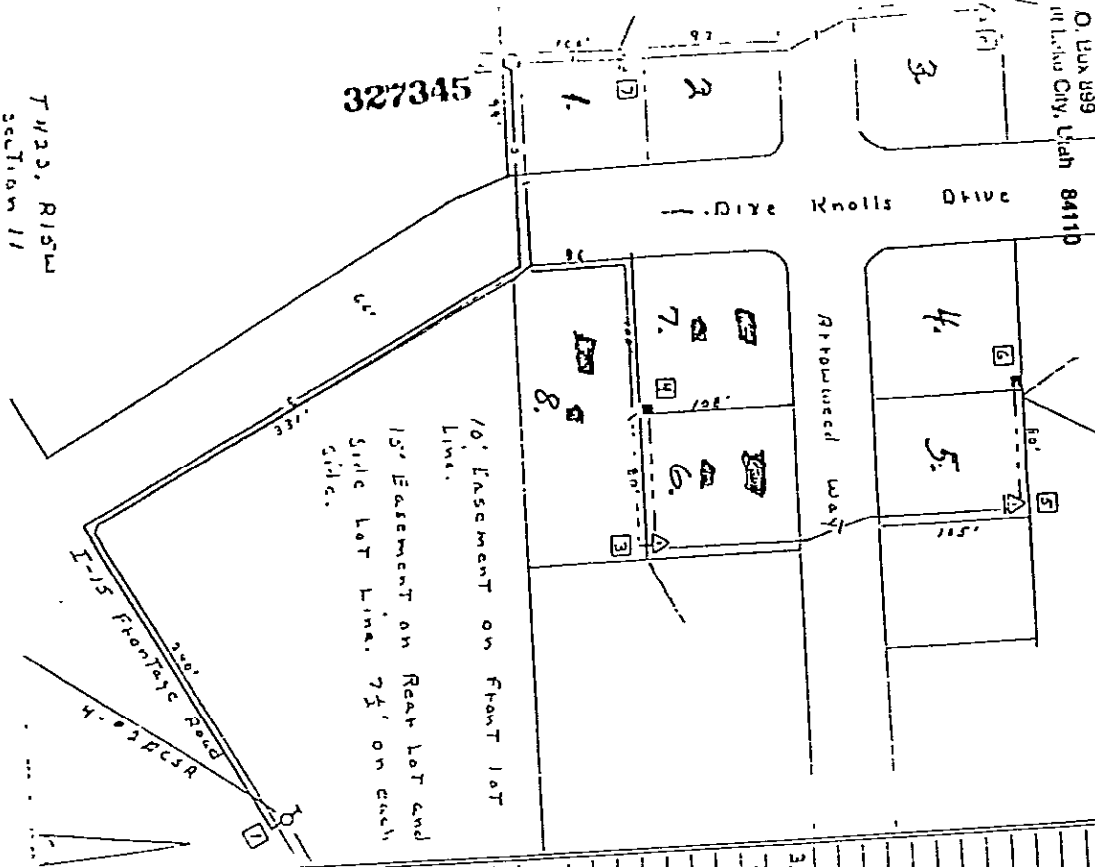
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Turn To:
 W. K. YVARE
 Utah Power & Light Company
 Electrical Engineering
 P. O. Box 899
 Salt Lake City, Utah 84110

EXHIBIT B



TW23, R15W
 Section 11

Construction Location	To	Total Count	Compatible Units	Construction Notes
1	2	1	34 TET Pole Units	
2	3	1	34 TET Pole Units	
3	4	1	34 TET Pole Units	
4	5	1	34 TET Pole Units	
5	6	1	34 TET Pole Units	
6	7	1	34 TET Pole Units	
7	8	1	34 TET Pole Units	
8	9	1	34 TET Pole Units	
9	10	1	34 TET Pole Units	
10	11	1	34 TET Pole Units	
11	12	1	34 TET Pole Units	
12	13	1	34 TET Pole Units	
13	14	1	34 TET Pole Units	
14	15	1	34 TET Pole Units	
15	16	1	34 TET Pole Units	
16	17	1	34 TET Pole Units	
17	18	1	34 TET Pole Units	
18	19	1	34 TET Pole Units	
19	20	1	34 TET Pole Units	
20	21	1	34 TET Pole Units	
21	22	1	34 TET Pole Units	
22	23	1	34 TET Pole Units	
23	24	1	34 TET Pole Units	
24	25	1	34 TET Pole Units	
25	26	1	34 TET Pole Units	
26	27	1	34 TET Pole Units	
27	28	1	34 TET Pole Units	
28	29	1	34 TET Pole Units	
29	30	1	34 TET Pole Units	
30	31	1	34 TET Pole Units	
31	32	1	34 TET Pole Units	
32	33	1	34 TET Pole Units	
33	34	1	34 TET Pole Units	
34	35	1	34 TET Pole Units	
35	36	1	34 TET Pole Units	
36	37	1	34 TET Pole Units	
37	38	1	34 TET Pole Units	
38	39	1	34 TET Pole Units	
39	40	1	34 TET Pole Units	
40	41	1	34 TET Pole Units	
41	42	1	34 TET Pole Units	
42	43	1	34 TET Pole Units	
43	44	1	34 TET Pole Units	
44	45	1	34 TET Pole Units	
45	46	1	34 TET Pole Units	
46	47	1	34 TET Pole Units	
47	48	1	34 TET Pole Units	
48	49	1	34 TET Pole Units	
49	50	1	34 TET Pole Units	
50	51	1	34 TET Pole Units	
51	52	1	34 TET Pole Units	
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64	65	1	34 TET Pole Units	
65	66	1	34 TET Pole Units	
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67	68	1	34 TET Pole Units	
68	69	1	34 TET Pole Units	
69	70	1	34 TET Pole Units	
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79	80	1	34 TET Pole Units	
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85	86	1	34 TET Pole Units	
86	87	1	34 TET Pole Units	
87	88	1	34 TET Pole Units	
88	89	1	34 TET Pole Units	
89	90	1	34 TET Pole Units	
90	91	1	34 TET Pole Units	
91	92	1	34 TET Pole Units	
92	93	1	34 TET Pole Units	
93	94	1	34 TET Pole Units	
94	95	1	34 TET Pole Units	
95	96	1	34 TET Pole Units	
96	97	1	34 TET Pole Units	
97	98	1	34 TET Pole Units	
98	99	1	34 TET Pole Units	
99	100	1	34 TET Pole Units	

UTAH POWER & LIGHT COMPANY

ER No. 17-3108 Type JA/JONo. 19937
 Title & Sub. P. 13.5 KV Extension Est. R15E, T10N12E
 Subdivision Phase 015S, 19 Lots
 Location Washington, Utah, 44720
 Ref. Map No. Area Code. 110 53
 W.O. No. Request No. KV. 12.5
 Circuit 1" 100 ft. Date 6-1-82 Sheet 1 of 1
 Scale: 1" = 100 ft.

327345

E A S E M E N T

Powerline

Fund: School
Right of Way No. 1786

THE STATE OF UTAH, by and through the Division of State Lands, Grantor, in consideration of the payment of \$2,893.15, plus a \$20.00 application fee, receipt of which is acknowledged, and the promise of the Grantee to pay \$10.00 to the Grantor on or before 1 January 1982, and every third year thereafter, or within 10 days of notice from Grantor that payment is due, hereby grants to CP National Corporation, Hurricane, Utah 84737, Grantee, an easement for a powerline on State lands, 723.29 rods in length, 50 feet wide, being 25 feet on either side of the following described centerline, to-wit:

Township 42 South, Range 15 West, Salt Lake Base & Meridian
Section 11: Washington County

Beginning at a point South 1,320 feet and East 600 feet from the center of Section 11, Township 42 South, Range 15 West, Salt Lake Base & Meridian; from this point of beginning the centerline runs North 3° 02' 53" East 2,625.52 feet, thence North 5° 04' 38" East 455.76 feet, and beginning at a point back along this line South 5° 04' 38" West 455.76 feet the centerline runs South 59° 52' 28" West 929.84 feet, thence South 53° 45' 58" West 1,318.50 feet, thence North 6° 48' 02" West 1,333.05 feet, thence North 0° 45' 18" East 432.13 feet, thence North 1° 19' 44" East 1,195.29 feet, thence North 12° 51' 06" West 1,213.15 feet, thence North 17° 15' 46" West 979.69 feet, thence North 20° 14' 06" West 1,451.33 feet, more or less as staked or constructed on the land.

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 powerline, and hold Grantor harmless from any and all liability which may arise from the construction and maintenance of said powerline, so long as the easement shall remain in force and effect.

GRANTEE shall further agree that the right of way and all described areas shall be rehabilitated and seeded as determined by the Grantor.

GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said powerline. 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.

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

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 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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GRANTOR expressly reserves the right to lease said land for exploring, developing and producing 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 well nor mining shaft is being constructed within the boundaries of said right of way.

GRANTOR claims title in fee simple, but does not warrant to Grantee the validity of title to the leased 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.

IN WITNESS WHEREOF, the State of Utah, through and by its Board of State Lands has caused these presents to be executed this 12 day of September, 1979, by its Director, duly authorized by a resolution of said Board dated 21 June 1978.

GRANTOR: STATE OF UTAH
Division of State Lands
231 East 400 South
Salt Lake City, Utah 84111

By: William K. Dinehart
W.K. Dinehart

GRANTEE: CP NATIONAL CORPORATION
Hurricane, Utah 84737

By: E. A. Colove
E. A. Colove

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

On this 12 day of September, 1979, personally appeared before me William K. Dinehart, who being by me duly sworn did say that he is the Director of the Division of State Lands of the State of Utah, and said instrument was signed in behalf of the said Division of State Lands by resolution of the Board of State Lands, and said William K. Dinehart acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 12 day of September, 1979

Ann Skimming
Notary Public, residing at:
242 N.W.

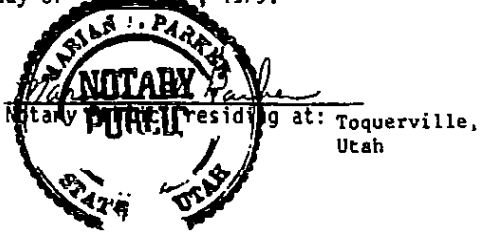
My Commission Expires:
15 Mar. 83

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

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On the 11 day of September, 1979, personally appeared before me G. A. Clove, who being by me duly sworn did say that he is the Hurricane District Manager of C. P. National Corporation, and that said instrument was signed in behalf of said Corporation and said G. A. Clove acknowledged to me that said Company executed the same.

Given under my hand and seal this 11 day of September, 1979.



My Commission Expires: March 3, 1981

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L I C E N S E

THIS AGREEMENT, is entered into this 7 day of March, 1969 between the State Road Commission of Utah, called Road Commission, and California-Pacific Utilities Company hereinafter called the Licensee,

WITNESSETH:

WHEREAS, the Licensee is desirous of obtaining the right to construct and thereafter maintain and operate a utility line within the right of way lines of State Highway I-15, in Washington County, Utah, for the purpose of servng power to Frank Sullivan in the location exactly described in Paragraph 1 of this agreement, and

WHEREAS, the Road Commission is desirous to grant the utility a license to so construct and maintain a utility line, according to the conditions and terms of this agreement.

NOW THEREFORE, it is agreed by the parties as follows:

1. DESCRIPTION AND LOCATION OF UTILITY LINE:

- a. Type of Line: 7200 KV
- b. Construction Materials: Wood poles and crossarms
- c. Method of Installation: Set poles and string wire
- d. Legal description of Utility encorachment:
- e. Exhibit A attached to this agreement is a diagram of the proposed site.
- d. Crossing I-15 at a right angle/^{650 feet East} from the center point of Section 15, Township 42 South, Range 15 West SLN Washington County, Utah.

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f. The above description of line location is subject to such minor changes or variations therefrom as may be required or approved by Road Commission's District Engineer at Cedar City, Utah, who is responsible for the proper inspection of the Licensee's work in compliance with this agreement.

2. INSPECTION: The Road Commission shall regularly inspect the work of the Licensee or his contractor, to enforce compliance with this agreement and to insure proper compliance with State regulations. These inspections shall be made by the District Engineer or his authorized representative. All costs of inspection shall be reimbursed by the Licensee to the Road Commission within thirty days of billing by the Road Commission. The amount of \$ 5.00 is deposited with the Road Commission's District Engineer's office to be applied toward said inspection costs.

3. DATE OF COMPLETION: The work covered by this agreement shall be completed within 60 calendar days of the date of this agreement. Failure to complete the work within this time will give the Road Commission the option of extending the time or revoking the permission to continue the work. Any time extension shall be in writing.

4. COSTS: The entire cost of the utility installation shall be paid for by the Licensee.

5. RELOCATION COSTS: In the event the highway at any future date is so reconstructed as to location, grade, or width as to require the relocation and/or adjustment of the utilities installed herein, the Licensee shall, after being notified in writing by the Road Commission, make prompt relocation and/or adjustment of said utilities to clear the proposed highway construction and shall assume and pay all costs incident to said relocation and/or adjustment unless proportionate reimbursement is made to the State from the Federal Government, in which case the State shall pay relocation and/or adjustment costs.

6. APPROVAL OF CONSTRUCTION: Excavations or other operations on property or right-of-way under the jurisdiction of the Road Commission shall not be commenced by the Licensee until and after notice has been given by the Licensee to said District Engineer of the Road Commission and requisite Highway Construction Permit obtained. Construction shall be carried forward to completion in the manner required by the said District Engineer. A certificate of compliance with the provisions of this paragraph shall be furnished to the contractor or the applicant, and must, at all times, be prominently displayed at the excavation site.

7. PROTECTION OF TRAFFIC DURING CONSTRUCTION: The Licensee shall so conduct his construction operation that there shall be no interference with or interruption of highway traffic. The Licensee shall conform to such instructions of the District Engineer as may be given with respect to handling of traffic, and shall at all times maintain such watchmen, barricades, lights or such other measures for the protection of traffic as may be required to warn and safeguard the public against injury or damage during the operation of the Licensee in constructing said line.

8. **COMPACTION OF BACKFILL:** The backfilling of any trench within the paved portion of the highway, the shoulders thereof, or the portion under any intersecting street or highway shall be compacted by tamping with hand tampers, or preferably with mechanical tampers, in six-inch layers to a density of at least 95 percent, and as otherwise required by the State of Utah Standard Specifications for Road and Bridge Construction, and test designation T-99 or T-180, American Association of State Highway Officials specifications. The Licensee shall be liable for any damage which may result to the pavement due to failure to properly compact the backfill. The material used for backfill must be of a suitable granular nature. Non-granular material which does not comply with State Road Commission specifications shall not be used.

9. **RESTORATION OF EXISTING PAVEMENT:** The Licensee shall at his own expense replace any pavement removed or damaged with the same type and depth of pavement as that which is adjoining, including gravel base material. This restoration shall be accomplished within 48 hours from the time of excavation, unless additional time is granted in writing by the District Engineer of the State Road Commission. Restoration shall be substantially to the same condition as prior to the Licensee's undertaking of the work.

In the case of excavations, pavement shall be constructed in conformity with the State Standard Specifications and shall be subject to the inspection and approval of the District Engineer of the Road Commission. If weather conditions do not permit immediate placing of permanent pavement, a temporary pavement shall be placed until such time as weather conditions are favorable, at which time the temporary pavement shall be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders, or gravel surfaced approached roads become fouled with clay or other materials which is unsuitable, such entire surfacing shall be removed and replaced with new gravel surfacing material. The repairs to pavement or surface shall include pavements which have been damaged with construction equipment. The Road Commission shall have the option of restoration said roadbed to its original condition at the expense of the Licensee.

10. **DISPOSAL OF SURPLUS MATERIAL IN CLEANING UP HIGHWAY:** Upon completion of the work, all surplus material shall be removed from within the limits of the highway. The disturbed surface shall be carefully graded to the lines and grades established. Any highway facilities such as signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to their original condition within a reasonable time.

11. **MAINTENANCE OF UTILITY LINE BY LICENSEE:** The utility shall at all times be maintained, repaired, renewed, and operated by and at the expense of the Licensee. The Road Commission reserves the right, without relieving the Licensee of its obligation hereunder, to reconstruct or to make such repairs to said line as it may consider necessary in the event the Licensee shall fail so to do, upon notification by the Road Commission, and the Licensee hereby agrees to reimburse the Road Commission for the cost of such reconstruction or repairs. ~~The utility must be serviced, repaired and maintained without access from the Interstate right-of-way, through traffic roadway or ramps.~~ *DA*

12. CROSSING OF UTILITY LINE IN EXPANSION OF HIGHWAY SYSTEM: It is expressly understood and agreed by the parties hereto and as part of the consideration for this agreement that the Road Commission shall have the right to cross said line at any point necessary in the future construction and expansion of the State Highway System.

13. LIABILITY: The Licensee agrees to post a bond with the Road Commission's District Engineer's office in the amount of \$ 1,000 running for a term of two years after completion of the work, to guarantee satisfactory performance as provided in this agreement and license. The Road Commission may proceed against said bond to recover for all expenses incurred by the Road Commission, their employees, or representatives, in bringing the sections of roadway interfered with by the Licensee to the standards required by the Licensee to the standards required by the Road Commission. These expenses specifically refer to all expense incurred in repairing portions of the roadway determined by Road Commission inspectors to be inadequately restored or maintained by the Licensee.

In addition, the Licensee shall at all times protect and indemnify and save harmless the Road Commission from any and all claims, demands, judgments, costs, expenses and all damage of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, in any manner due to or arising out of injury to or death of any person, or damage to property of any person or persons whomsoever, including the parties hereto and their employees, or in any manner arising from or growing out of the construction, maintenance, operation, repair, extension, existence, use or removal of said utility line, or the failure to properly construct, operate, maintain, or remove the same, including any insecurity of the surface caused by the construction or use of said line, and from all costs and expenses, including attorney's fees connected in anywise with the matter and things contained herein. For this purpose the Licensee shall provide a policy of insurance in \$ 10,000 amount acceptable to the Road Commission.

14. ANNULMENT OF LICENSE: If the Licensee shall fail to construct, repair, or remove said utility line in accordance with the terms of this agreement and to the entire satisfaction of the Road Commission, or shall fail to pay to the Road Commission any sum of money for the reconstruction, repair, or maintenance of said line, or shall in any respect fail to keep, do and perform any of the conditions, stipulations, covenants, and provisions of this agreement to be kept, done and performed by said Licensee, this agreement and license, shall, at the option of the Road Commission be cancelled; and this license shall cease and the Road Commission shall have the right to remove said utility line and restore the highway at the sole expense of the Licensee. However, before the Road Commission shall exercise the option to cancel this agreement, it shall notify the Licensee in writing, setting forth violations complained of and shall give the Licensee a reasonable time to fully correct the same.

15. AGREEMENT NOT TO BE ASSIGNED: The Licensee shall not assign this License or any interest therein without the written consent of the Road Commission.

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16. SUCCESSORS AND ASSIGNS: All covenants and agreements herein contained shall be binding upon the parties hereto, their successors and assigns.

17. SPECIAL PROVISIONS: With respect to work performed by contract, the ~~licensee~~ shall not discriminate in its choice of contractor or contractors and shall make the following provisions a part of the contract or contracts for the installations to be placed on highway right of way

Compliance with Title VI of the
Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contract"), agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

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(5) Sanctions for Noncompliance: In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau Of Public Roads may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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IN WITNESS WHEREOF, the Road Commission and the Licensee have caused these presents to be signed by their proper officials thereunto duly authorized.

Dated March 15, 1969

ON BEHALF OF THE STATE ROAD COMMISSION:

ATTEST:

Swag Smith
Office Manager

C.V. Johnson
District Engineer

ON BEHALF OF THE LICENSEE:

WITNESS:

D. A. Richert

CALIFORNIA-PACIFIC UTILITIES COMPANY
Licensee

If A Corporation Affix Corporate Seal

By *Lloyd E. Cooper*

Title VICE PRESIDENT & CHIEF ENGR.

APPROVED:

D. E. Harrington
Bureau of Public Roads

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OFFICE OF THE ATTORNEY GENERAL
SOUTHERN LEASING COMPANY
SULLIVAN LINE

WASHINGTON CITY (SU)
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