

RIGHT-OF-WAY EASEMENT
(Corporate Form)

Line No. AE-331 ²⁹¹
R/W No. WA-7
County of Wasatch
State of Utah

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned M.D. Childs Incorporated ("Grantor"), a corporation incorporated in the State of Utah, for Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, bargains, sells, and warrants unto DESERET GENERATION & TRANSMISSION CO-OPERATIVE ("Grantee"), a Utah corporation, its successors and assigns, a perpetual easement, right-of-way, and right on, over, under, above, and across the real property described in Exhibit "A" attached hereto to construct, enlarge, reconstruct, rephase, repair, operate, maintain, place, relocate, and/or replace electric transmission and/or electric distribution lines and/or electric systems and/or pipelines and/or other underground facilities, and such other equipment and appurtenances as may be necessary and/or convenient for such operation; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots and other plants and, to clear the easement of all structures, obstructions and/or other objects within See Exhibit feet of the centerline of said line or system or that may interfere with or threaten to endanger the operation or maintenance of said line or system; together with the right of ingress and egress thereto at convenient points for such purposes. Grantor hereby releases and waives all rights under and by virtue of any applicable laws relating to homestead exemption and/or dower or similar rights. Grantor agrees that all electric transmission and/or electric distribution lines and/or electric systems and/or pipelines and other underground facilities, and all equipment and appurtenances associated with such above ground and/or underground facilities installed on the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at Grantee's option. Grantor warrants that he is the owner of the real property described in Exhibit "A" and that said realty is free and clear of all encumbrances and liens of whatsoever character except as specified in Exhibit "B" attached hereto. Grantor shall have the right to fully use the surface of said premises, except for the purpose of erecting buildings and/or structures on said premises, so long as such use does not interfere with or threaten to endanger the rights herein granted to Grantee. Grantee shall bury all pipes below plow depth, and further shall restore the surface of the land as nearly as reasonable and practicable to its original condition. Grantee may release this grant of easement and right-of-way at any time by filing a release of same with the appropriate County Recorder. Grantee shall also pay to Grantor all reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing the original and all additional electric transmission and/or electric distribution lines and/or electric systems and/or pipelines and other underground facilities, and all equipment and appurtenances associated with such above ground and/or underground facilities. If Grantor and/or Grantee are unwilling to agree upon the amount of such damages, such damages shall be determined by three disinterested persons, one appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the mutual determination of any two of said three persons as to the amount of such damages shall be final and conclusive. It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed, all prior or contemporaneous agreements, if any, whether verbal or written, being included herein. Grantor further agrees that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural, and that words used in the masculine gender shall be construed to read in the feminine.

The Officers who signed this Right-of-Way Easement certify that this Right-of-Way Easement and the transfer represented thereby was duly authorized under a Resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a Quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 21 day of May, 1983.

ATTEST:

Maurine D. Childs
Secretary Maurine D. Childs
(Corporate Seal)

M.D. Childs Incorporated
By John M. Childs
President John M. Childs

ACKNOWLEDGEMENT

STATE OF Utah)
) :ss
COUNTY OF _____)

PAGE (1) INDEX (1) ABSTRACT (4) PLAT () CHECK (1)

On the _____ day of _____, 19____, personally appeared before me John M. Childs and Maurine D. Childs, who being by me duly sworn did say, each for himself, that he, the said John M. Childs is President, and he, the said Maurine D. Childs is Secretary of M.D. Childs Incorporated company, that the foregoing instrument was signed in behalf of said corporation, by authority of a resolution of its Board of Directors and said John M. Childs and Maurine D. Childs each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Maurine D. Childs
NOTARY PUBLIC
Residing at: Springville, UT

My Commission expires:

1-87

ENTRY NO 129375 DATE 5-26-83 TIME 11:25 FEE 13.00
 RECORDED FOR WESTERN SECURITY BOOK 156 PAGE 291-92
 RECORDER AND DEAN HUBER BY SUSAN DAM
 Wasatch County, State of Utah
 EXHIBIT "A"

A right-of-way situate in the east 1/2 of the southeast 1/4 and the southwest 1/4 of the southeast 1/4 of Section 16, the west 1/2 of the northeast 1/4, the southeast 1/4 of the northwest 1/4, the northeast 1/4 of the southwest 1/4 and the west 1/2 of the southwest 1/4 of Section 21, the northwest 1/4 of the northwest 1/4 of Section 28, the east 1/2 of the northeast 1/4, the southwest 1/4 of the northeast 1/4, the northeast 1/4 of the southeast 1/4, the west 1/2 of the southeast 1/4 and the southeast 1/4 of the southwest 1/4 of Section 29, the northwest 1/4 of the northeast 1/4, the northwest 1/4 and the northwest 1/4 of the southwest 1/4 of Section 32, Township 4 South, Range 10 West, Uintah Special Meridian, the centerline of which is described as follows:

Beginning on the east boundary line of the Grantor's land at a point 150 feet south, more or less, from the East one-quarter corner of said Section 16, and running thence South 56° 54' West 10 feet;

thence South 33° 16' West 2600 feet, said courses being the centerline of a right-of-way 150 feet in width;

thence South 33° 16' West 3040 feet, said course being the centerline of a right-of-way 310 feet in width;

thence South 33° 16' West 5060 feet;

thence South 26° 24' West 2500 feet, said courses being the centerline of a right-of-way 150 feet in width;

thence South 26° 24' West 2095 feet, said course being the centerline of a right-of-way 170 feet in width;

thence South 45° 49' West 3667 feet, said course being the centerline of a right-of-way 150 feet in width to the west boundary line of said Grantor's land at a point 31 feet north, more or less, from the West one-quarter corner of said Section 32, containing 77.46 acres, more or less.