

RIGHT-OF-WAY EASEMENT

Line No. _____
ROW No. P35-1
County of Utah
State of Utah

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Woodrow M. VanCott and Margurite D. Wilson ("Grantor"), 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 Payson City Corporation ("Grantee"), a municipal corporation whose address is 439 West, Utah Avenue, Payson, Utah 84651, its successors and assigns, a perpetual easement, right-of-way, and right on, over, under, above and across a strip of land 25 feet in width (12.5 feet on both sides of the right-of-way centerline) located in the County of Utah, State of Utah, and said right-of-way centerline being described as follows:

Beginning on the Eastern most property line and 12.5 feet North of the point where the Eastern most property line intersects the existing D&RG R.R. right-of-way line and thence running Southwesterly and parallel to said D&RG R.R. right-of-way line approximately 1,100 feet to the Western most property line of the following described parcel:

COM E 7.131 CHS & S 1 DEG W 9.85 CHS FR NW COR NW1/4 SEC 8, T9S, R2E, SLM; S 1 DEG W 9.85 CHS; S 89 DEG E 4.97 CHS; N 9.85 CHS; W 4.97 CHS TO BEG. AREA 4.89 ACRES. ALSO: COM E 7.13 CHS FR NW COR NW1/4 SD SEC; S 1 DEG W 9.85 CHS; S 89 DEG E 4.97 CHS; N 1 DEG E 9.89 CHS; W 4.97 CHS TO BEG. AREA 4.90 ACRES. ALSO: COM E 12.10 CHS & S 1 DEG W 9.89 CHS FR NW COR NE1/4 SD SEC; E 4.97 CHS; S 1 DEG W 3.30 CHS; S 38 DEG 31'W 8.20 CHS; N 1 DEG E 9.89 CHS TO BEG. AREA 3.30 ACRES. ALSO: COM E 9.12 CHS & S 1 DEG W 19.70 CHS FR NW COR NE1/4 SD SEC; S 1 DEG W 3.49 CHS; N 38 DEG 25'E 3.10 CHS; N 1 DEG E .99 CHS; N 89 DEG W 1.98 CHS TO BEG. AREA .45 ACRES. ALSO: COM E 7.13 CHS & S 1 DEG W 19.70 CHS FR NW COR NE1/4 SD SEC; S 89 DEG E 1.99 CHS; S 1 DEG W 3.49 CHS; S 38 DEG 25'W 3.10 CHS; N 1 DEG E 5.99 CHS TO BEG. AREA 1 ACRE. TOTAL AREA 14.61 ACRES

Property Serial Number: 30:025:0011:123
Utah County Number: L-1425

The Right-Of-Way Easement is conveyed in purpose 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 communications systems and such other equipment and appurtenances as may be necessary and/or convenient for such operations; to cut, trim and control the growth by chemical means, machinery or

otherwise of trees, shrubbery, undergrowth and roots and/or other plants and to clear the easement of all structures, obstructions and/or other objects within 25 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 and/or similar rights. Grantor agrees that all electric transmission and/or electric distribution lines and/or electric systems and/or communication systems and all equipment and appurtenances associated with such above ground 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 and that said realty is free and clear of all encumbrances and liens of whatsoever character. Grantor shall have the right to fully use the surface of the right-of-way easement, except for the purpose of erecting buildings and/or structures within, or starting or maintaining fires within the right-of-way easement, so long as such use does not interfere with or threaten to endanger the rights herein granted to Grantee. 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 distribution lines and/or electric systems and/or communication systems and all equipment and appurtenances associated with such above ground 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 the words used in the masculine gender shall be construed to read in the feminine.

The herein above described rights are assignable in whole or in part.

IN WITNESS WHEREOF, the Grantor has personally caused its name to be hereunder affixed this 9th day of December, 1993.

ATTEST:

Marguerite Dale Wilson

Woodrow M. Van Cott

BY *Jeffery G. Ivins*
NOTARY
only for signature of
Woodrow M. Van Cott

00-59\1004932

STATE OF UTAH
COUNTY OF SALT LAKE
SUBSCRIBED AND SWORN TO BEFORE
ME THIS 9th DAY OF Dec
19 93

Douglas W. Spent

NOTARY PUBLIC

& only the signature of Marguerite Dale Wilson &

