

Remainder of document on microfilm

UTAH POWER & LIGHT COMPANY

171A.

EASEMENT

The City of Springville, a Municipal Corporation

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

Said tract of land situate in the E 1/2 of the NE 1/4 of Section 30, and the W 1/2 of the NW 1/4 of Section 29, Township 7 South, Range 3 East, Salt Lake Meridian, described as follows:

Beginning on the west boundary line of the Grantors' land at a point 890 feet south and 290 feet west, more or less, from the northeast corner of Section 30, T.7 S., R.3 E., S.L.M. and running thence S. 42°58' E. 1130 feet, more or less, to the south boundary line of said Grantors' land, thence Northwesterly 230 feet, more or less, along said south boundary line, thence N. 42°58' W. 790 feet, more or less, to the west boundary line of said Grantors' land, thence North 180 feet, more or less, along said west boundary line to the point of beginning; containing 2.65 acres, more or less.

Together with full right and authority to Grantee, its successors, licensees lessees, contractors or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles and other supports, together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers and other fixtures, devices and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees, brush and other growth on or overhanging said premises.

At no time shall any flammable material be placed within the boundaries of said right of way, nor shall any equipment or material of any kind that exceeds 25 feet in height be stored thereon by Grantors or by Grantors' heirs, successors or assigns. No permanent structure may be constructed on the right of way that exceeds 20 feet in height and Utah Power & Light Company must be contacted prior to any construction so that proper grounding can be engineered into the structure.

WITNESS the hand of the Grantor this 2nd day of May, 19 78.

The City of Springville Company

By John T. Marshall Mayor

STATE OF UTAH)
County of Utah) SS

Attest: Verl S. Dallin Secretary City Recorder

On the 2nd day of May, 19 78, personally appeared before me, John T. Marshall and Verl S. Dallin, who being by me duly sworn did say that they are the Mayor and City Recorder of the City of Springville, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its City Council and said City officers acknowledged to me that said corporation executed the same.

My Commission Expires: 8-8-81

Notary Public Marie A. ... Residing at Springville, Utah

Description Approved
Form & Execution Approved

File No: 1187

BOOK 1643 PAGE 358

UTAH POWER & LIGHT COMPANY

171A.

EASEMENT

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

Said tract of land situate in the E 1/2 of the NE 1/4 of Section 30, and the W 1/2 of the NW 1/4 of Section 29, Township 7 South, Range 3 East, Salt Lake Meridian, described as follows:

Beginning on the west boundary line of the Grantors' land at a point 890 feet south and 290 feet west, more or less, from the northeast corner of Section 30, T.7 S., R.3 E., S.L.M. and running thence S. 42°58' E. 1130 feet, more or less, to the south boundary line of said Grantors' land, thence Northwesterly 230 feet, more or less, along said south boundary line, thence N. 42°58' W. 790 feet, more or less, to the west boundary line of said Grantors' land, thence North 180 feet, more or less, along said west boundary line to the point of beginning; containing 2.65 acres, more or less.

Together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles and other supports, together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers and other fixtures, devices and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees, brush and other growth on or overhanging said premises.

At no time shall any flammable material be placed within the boundaries of said right of way, nor shall any equipment or material of any kind that exceeds 25 feet in height be stored thereon by Grantors or by Grantors' heirs, successors or assigns. No permanent structure may be constructed on the right of way that exceeds 20 feet in height and Utah Power & Light Company must be contacted prior to any construction so that proper grounding can be engineered into the structure.

WITNESS the hand of the Grantor this 2nd day of May, 19 78.

The City of Springville Company

By John T. Marshall Mayor

STATE OF UTAH)
County of Utah) SS

Attest: Verl S. Dallin City Recorder

On the 2nd day of May, 19 78, personally appeared before me, John T. Marshall and Verl S. Dallin, who being by me duly sworn did say that they are the Mayor and City Recorder of the City of Springville, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its City Council and said City officers acknowledged to me that said corporation executed the same.

My Commission Expires:

8-8-81

Notary Public
Residing at Springville, Utah
File No: 1187

Description Approved
Form & Execution Approved

BOOK 1643 PAGE 158

BOOK 1643 PAGE 359

17142

RECORDED AT THE REQUEST OF

Walter J. Brown & Knight Co.

BOOK _____ PAGE _____

1978 MAY -5 PM 2:44

NINA B. REID
COUNTY RECORDER
FEE \$4.50
S. _____ T. _____ R. _____

(7)