

UTAH POWER & LIGHT COMPANY
EASEMENT

George Merwin Lewis and Lela W. Lewis
his wife, Grantor S, do east hereby convey east to UTAH POWER & LIGHT
COMPANY, a corporation, its successors in interest and assigns, Grantee,
for the sum of One Dollar (\$1.00) and other valuable consideration, a
perpetual easement and right of way for the erection, operation and continued
maintenance, repair, alteration, inspection, relocation and replacement of
one or more transmission and distribution circuits of the Grantee, with the
necessary poles, towers, guys, stubs, crossarms, braces and other attachments
affixed thereto, for the support of said circuits, on, over and across the
following described real property located in Utah County, Utah:

Said tract of land situate in the SE 1/4 of the NE 1/4 of Section 2,
Township 5 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning at the south boundary line of the Grantors' land at a point
664.6 feet north and 863.7 feet west from the east one quarter corner of
Section 2, T.5 S., R. 1 W., S.L.M. and running thence West 131.72 feet along
said south boundary line, thence N. 18°25' W. 701.16 feet to the north boundary
line of said Grantors' land, thence East 131.72 feet along said north boundary
line, thence S. 18°25' E. 701.14 feet to the point of beginning; containing
2.012 acres.

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, crossarms, 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 or any building of any kind be placed
or erected within the boundaries of said right of way, nor shall any equipment
or material of any kind that exceeds 12 feet in height be placed or used
thereon by Grantor or by Grantor's heirs, successors or assigns.

Subject to the foregoing limitations, said right of way may be leased by Grantor
for roads, agricultural crops and other purposes not inconsistent with this
easement.

WITNESS the hand S of the Grantor S, this 14th day of November,
A.D. 1977.

George Merwin Lewis
Lela W. Lewis

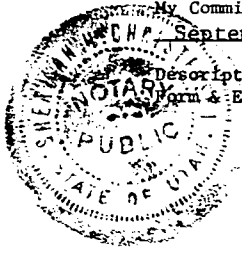
STATE OF UTAH)
County of Utah) ss

On the 14th day of November, A.D. 1977, personally appeared
before me George Merwin Lewis and Lela W. Lewis,
his wife, personally known to me to be the signer S of the foregoing instrument,
who duly acknowledged to me that they executed the same.

My Commission expires:
September 1, 1980

Description Approved Rel
Term & Execution Approved Rel

American Fork
Notary Public
Residing at American Fork, Utah
File No. 47419



BOOK 1630 PAGE 665

10872

FORGED AT THE REQUEST OF
WILLIAM POWELL & LIGHT

BOOK _____

1979 APR 23 AM 9:28

NINETY SEVEN CENT
GENERAL CO. 21 FEE 4.80
DEPOSIT 21 APR 23 1979
of _____ S _____ T _____ R _____

WILLIAM POWELL & LIGHT

(7)