

ER 82-1009 8-5-69

Consideration \$8,000

#13

Devil Slide Park City 46 kv line  
Rebuild Wearing Section.

EASEMENT

Entry No.	123163	Book	M 56
RECORDED	5-8-74	at 10:14	246-7
Utah Power & Light Co.			
PRICE	4.00	W. H. DAY & SONS SUMMIT CO. RECORDER	
INDEXED	1	By W. H. Day & Sons	
		ABSTRACT	

LEO M. BERTAGNOLE INC., a corporation,  
doing business in the State of Utah,  
Grantor, does hereby convey to UTAH POWER & LIGHT COMPANY,  
a corporation, its successors in interest and assigns,  
Grantee, for the sum of (\$1.00) Dollar and other valuable  
consideration, a perpetual easement and right of way for the  
erection and continued maintenance, addition, repair, alter-  
ation, inspection, relocation and replacement of the electric  
transmission and/or distribution circuits of the Grantee, with  
the necessary poles, pole foundations, towers, guys, stubs,  
crossarms, braces and other attachments affixed thereto, for  
the support of said circuits, on, over, above, under, in and  
across the following described real estate located in Summit  
County, Utah, which easement is particularly described as  
follows:

Beginning at the north boundary fence of the  
Grantor's land at a point 70.5 feet west, more or  
less, from the northeast corner of Section 30, T.  
1 S., R. 5 E., S.L.M., thence S. 58° 18' W. 7193  
feet, more or less, thence N. 43° 52' 30" W. 26 feet,  
thence S. 46° 07' 30" W. 10 feet, thence S. 43°  
52' 30" E. 26 feet, thence S. 33° 57' W. 7356 feet,  
thence S. 63° 09' W. 222 feet, more or less, to the  
west boundary line of said land, thence south 56 feet  
along said boundary line, thence N. 63° 09' E. 255  
feet, more or less, thence S. 41° 27' E. 39 feet,  
thence N. 48° 33' E. 10 feet, thence N. 41° 27' W.  
39 feet, thence N. 33° 57' E. 7357 feet, thence  
N. 58° 18' E. 7245 feet to the east boundary fence  
of said land, thence north 16 feet along said east  
boundary fence to the north boundary fence of said  
land, thence west 70.5 feet along said north bound-  
ary fence to the point of beginning and being in the  
N 1/2 of the NE 1/4, the SW 1/4 of the NE 1/4, the  
SE 1/4 of the NW 1/4 and Lots 2 and 3 of said Sec-  
tion 30, the E 1/2 of the SE 1/4 and the SW 1/4 of  
the SE 1/4 of Section 25, the NW 1/4 of the NE 1/4,  
the E 1/2 of the NW 1/4, the N 1/2 of the SW 1/4  
and the SW 1/4 of the SW 1/4 of Section 36, T. 1  
S., R. 4 E., S.L.M., containing 17.05 acres, more  
or less.

Grantee shall have the right of ingress and egress  
across the Grantor's property for any purpose hereinabove  
granted, and such ingress and egress to the Grantee's easement will  
be upon the existing roads.

Grantee shall have the right to trim or remove all  
trees, brush, or foliage on said right of way as may be  
necessary to efficiently exercise any of the hereinabove  
granted rights.

Grantor may cultivate, use, and enjoy the land within

BOOK M 56 PAGE 246

44079

the right of way provided that such use shall not, in the judgment of the Grantee, endanger or be a hazard to or interfere with the rights hereinabove granted, and provided further, that the Grantor shall not erect or place or allow any buildings, structures, combustible material, or property to be erected or placed upon the above described easement area, or change or alter the grade of the right of way herein described without prior written approval from the Grantee. D.R.M.  
9-14-73  
LB  
9-14-73

WITNESS the hand of the Grantor, this 14th day of September, A.D. 1973

LEO M. BERTAGNOLE INC. ~~SECRETARY~~

By *Leo Bertagnole, Jr.*  
Secretary ~~XXXXXXXX~~

Attest: *Harold Bertagnole*  
Treasurer ~~XXXXXXXX~~

STATE OF UTAH, )  
 ) ss.  
County of Salt Lake )

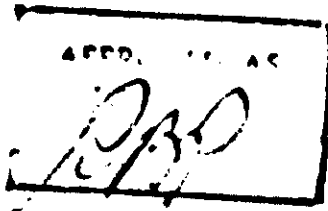
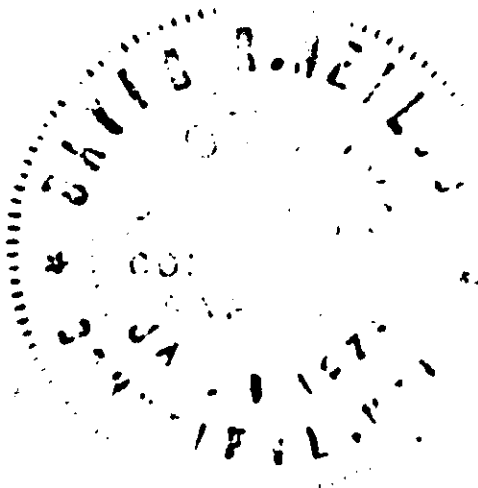
On the 14th day of September, A.D. 19 73, personally appeared before me, Leo Bertagnole, Jr., who being by me duly sworn did say that he is the Secretary ~~President~~ of LEO M. BERTAGNOLE INC., a corporation and that said instrument was signed in behalf of said corporation by authority of corporation by-laws and said Leo Bertagnole, Jr. acknowledged to me that said corporation executed the same.

My Commission expires:

*Jan 1, 1975*

*David R. Neilson*  
Notary Public

Residing at Salt Lake City, Utah



BOOK M56 PAGE 247

44099