

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned Cary Peterson and spouse Renee Peterson RP Grantor"), for Ten Dollars (\$10) and other good and valuable consideration, the receipt and efficiency of which are hereby acknowledged, hereby grants, conveys, bargains, sells, and warrants to 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 weeds and other plants and to clear the easement of all structures, obstructions and/or other objects within 75.0 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 early 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.

Aff Part 1

IN WITNESS WHEREOF, Grantor has executed this instrument this 12 day of April, 1983.

GRANTOR:

Cary Peterson
Cary Peterson
Renee Peterson RP
Renee Peterson RP

ENTRY NO. 174511
RECORDED 4-13-83 AT 11:30 AM BOOK 306 PAGE 420
REQUEST OF Tracy Dye
FEE PAID CRAIG SPERRY, Juab County Recorder
\$ 5.00 By Craig Sperry Deputy

ACKNOWLEDGEMENT

DATE OF Utah)
COUNTY OF Juab)

On the 12 day of April, 1983, personally appeared before me Cary Peterson and spouse Renee Peterson, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

David C. Van Housen
NOTARY PUBLIC
Residing at: Provo, Utah

My Commission expires: 6/30/85

174511

EXHIBIT "A"

A right-of-way 150 feet in width being 75 feet on each side of the following described centerline:

Beginning on the east boundary line of the Grantor's land at a point 1192 feet south, more or less, from the Northeast corner of Section 12, Township 12 South, Range 1 West, Salt Lake Meridian, and running thence North 56° 19' West 2042 feet to the north boundary line of said Grantor's land at a point 993 feet east, more or less, from the North one-quarter corner of said Section 12, said centerline being parallel with and 140 feet northeasterly from the centerline of an existing electrical powerline and being in the north 1/2 of the northeast 1/4 of said Section 12, containing 7.03 acres, more or less.

RECEIVED
2.3.83

174511