

Recorded in the office of the County Clerk and return
to the County Clerk's Office,
P. O. Box 100, Park City, Utah, 84302

Fee Exempt per Utah Code
Annotated 1933 21-7-2

UTAH POWER & LIGHT

Entry No	244342
REQUEST OF	<i>Park City Municipal Corp.</i>
FEE	ALAN SPRIGGS, SUMMIT CO. RECORDER
S. <i>N.C.</i>	By <i>Jessie L. Jones</i>
RECORDED	12-31-85 at 3:53

EASEMENT AGREEMENT

PARK CITY MUNICIPAL CORPORATION, a corporation, doing business in the State of Utah, Grantor, hereby conveys and warrants to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar 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 the electric transmission, distribution and communications circuits of the Grantee, and thirteen poles, two self-supporting steel poles and no guy anchors, with the necessary guys, stubs, crossarms, braces, and other attachments affixed thereto, for the support of said circuits, on, over, under, and across real property located in Summit County, Utah, described as follows:

A right of way 15 feet in width, being 7.5 feet on each side of the following described survey line:

Beginning at a pole in an existing powerline on the Grantor's land at a point 825 feet south and 210 feet east, more or less, from the north one quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Meridian, thence North 19°10' West 1341 feet; thence North 3° 07' West 1067 feet; thence North 27° 50' East 130 feet, more or less, to the northerly boundary line of said land, being in the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of said Section 16, and the East half of the Southwest quarter of Section 9, Township and Range aforesaid, containing 0.874 of an acre, more or less.

Beginning at the northerly boundary fence of the Grantor's land at a point south 120 feet and east 2145 feet, more or less, from the west one quarter corner of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence South 3°57' East 105 feet, more or less, to the southerly boundary line of said land and being in the Northeast quarter of the Southwest quarter of said Section 9; containing 0.04 of an acre, more or less.

Total acreage 0.914 of an acre, more or less.

This easement is granted in accord with and supplements prior easements dated January 5, 1948 and December 20, 1947, and recorded on the 27th day of March, 1948, in the office of the County Recorder of Summit County, Utah in Book Z of Misc., at page 175-176.

Together with all rights of ingress and egress necessary or covenant for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injury or interfere with the Grantee's use, occupation, or enjoyment of this easement.

Grantee agrees to indemnify and hold harmless the Grantor and Grantor's successors in interest or assigns from any and all claims arising from the Grantee's use of the property, including but not limited to injuries to persons or property resulting from inadvertent or accidental contact with power lines, or power poles, or the failure of any of the installations made by the Grantee. The agreement to indemnify and hold harmless shall extend to and include payment of all reasonable attorneys fees incurred by the

Grantor in the defense, settlement, or discharge of any action filed against the Grantor.

Grantee further agrees to perform all work on Grantor's property in a workman like manner, and to restore any surface disturbances made in the process of installing, servicing, or maintaining the utility facilities within this easement to substantially the same condition as existed prior to the construction, provided, however, that Grantor acknowledges that an access road paralleling the power line is required and must be maintained. Grantee agrees to stabilize any cuts or fills made in the construction of the access road to prevent erosion or sluffage of earth.

The covenants to indemnify the Grantor, to perform all work in a workman like manner, and to restore surface disturbance are hereby incorporated to the prior easements dated January 5, 1948, December 30, 1947, both of which were recorded on the 27th day of March, 1948 in the office of the Summit County Recorder in Book Z of Miscellaneous at pages 175 through 176. The terms of those earlier easement agreements are hereby modified to include these covenants and guarantees.

Witness the hand of the Grantor, this 19 day of December, 1985.

PARK CITY MUNICIPAL CORPORATION

By

John C. Green, Jr.
John C. Green, Jr., Mayor

Attest:

Sandra C. King
DEPUTY CITY RECORDER

OK. 368 pg. 656

STATE OF UTAH)
 :
COUNTY OF SUMMIT)

On the 17 day of December, 1985, personally appeared before me, JOHN C. GREEN, JR., who being duly sworn did say that he is the Mayor, and that said instrument was signed on behalf of said Municipal Corporation, acknowledged to me that he executed the same.

Stanley C. King
Notary Public
Residing In:

Commission Expires: 1-22-88

609 368 657