Recorded at Request of ___

Sec. Title Co. of So. Utah

WHEN RECORDED MAIL TO:

254463 Date_

AUG 1 0 1984 Time 4

INTERMOUNTAIN POWER AGENCY 5250 South 300 West, Suite 101 Murray, Utah 84107

Y Fee 7.00 Book 320 Page 668-670
e 101 By CORA J. HULET, IRON COUNTY RECORDER

Ret'd I Indx'd Abst'd Y

Space Above This Line for Recorder's Use

GRANT OF EASEMENT (Intermountain Power Agency)

ALEX ADLER and JEANNETTE S. ADLER, his wife, as owner of 100% interest in the following described property (herein collectively the "Grantor"), do hereby convey to INTERMOUNTAIN POWER AGENCY, a political subdivision of the State of Utah, its successors in interest and assigns ("Grantee"), for the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by Grantor, a perpetual easement and right-of-way for the erection, operation and continued maintenance, inspection, repair, alteration, relocation, addition to, and replacement of one or more transmission lines, distribution circuits and communication facilities of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits for the transmission of electrical energy at such voltages as Grantor desires, on, over and across the following described real property (the "premises") located in Iron County, Utah:

Those portions of the SW 1/4 of Section 30, T. 31 S., R. 12 W., S.L.M., and of Lot 2 of Section 31, T. 31 S,. R. 12 W., S.L.M., situate in the County of Iron, State of Utah, according to the official plat of said land filed in the District Land Office, lying within the boundaries of a strip of land 200 feet in width, the sidelines of said 200-foot strip of land being parallel with and distant 100 feet, measured at right angles, on each side of a centerline described as follows:

Beginning at a point in the north line of said Section 30, said point of beginning being a 2-inch aluminum monument stamped "LAPS, L.S. 3322, L67G-C503", distant thereon N. 88° 57' 38" W., 2741.99 feet from a 2-inch iron pipe with a 2 1/2-inch brass cap set by the U. S. General Land Office to mark the northeast corner of said Section 30; thence from said point of beginning S. 1° 19' 57" W., 2634.70 feet to a point, said point being a 3 1/4-inch aluminum monument stamped "L.A.D.W.P., L.S. 3322, L67G-H002"; thence S. 36° 36' 53" W., 5463.11 feet to a point, said point being a 3 1/4-inch aluminum monument stamped "L.A.D.W.P., L.S. 3322, L67G-H003"; thence S. 1° 10' 41" W., 3486.72 feet to a point in the south

SCOURTY TITLE COMPANY 14527 - 22-29/

14539

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P-35230 Pcls. 943A and 943B R/W 67 IPP - Utah line of Section 36, T. 31 S., R 13 W., S.L.M., said point being a 2-inch aluminum monument stamped "LAPS, L.S.3322, L67G-C506", distant thereon N. 89° 23' 34" W., 119.78 feet from a 3-inch iron pipe with a 3 1/2-inch brass cap set by the U. S. General Land Office to mark the southeast corner of said Section 36.

Bearings are based on the Utah State Coordinate System, South Zone.

Together with full right and authority of Grantee, its successors, licensees, lessees, employees, agents, contractors or assigns, 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 transformers and other fixtures, devices and appurtenances used or useful in connection therewith.

Grantor warrants that he has good and marketable fee simple title to the premises and the unconditional right to convey this easement to Grantee free from all encumbrances.

Grantee shall have the 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 or structural improvement of any kind be placed or erected within the boundaries of said right-of-way, nor shall any equipment or material of any kind 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 used or leased by Grantor for roads, agricultural crops, grazing and any other purpose not inconsistent with this easement, including the right of Grantor to maintain fences along the perimeter of his property provided gates permitting Grantee free and unrestricted access to the easement are maintained. Grantee, its agents, employees, successors and assigns shall not be liable to Grantor, its successors and assigns for any damage to person or property resulting from lawful use of the easement granted herein.

WITNESS the hand(s) of the Grantor, this 3 day of

DESCRIPTION
APPROVED
APPROVED
ROBERT C. BURT
Engineer of Dasign & Construction
DATE
DEC. 1, 1983
BY

WITNESS the hand(s) of the Grantor, this // 3 day of

ALEX ADLER

ALEX ADLER

ALEX ADLER

ALEX ADLER

ALEX ADLER

APPROVED
DATE
DEC. 1, 1983
BY

APPROVED
DEC. 1, 19

STATE OF Array) ss.

COUNTY OF Clark) ss.

On the 13 day of general 1987, personally appeared before me alexander and general Scale personally known to me to be a signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

NOTARY PUBLIC Residing at:

NOTARY PUBLIC STATE OF NEVADA County of Clark BRUCE L. MAYER

My Appointment Expires Nov. 30, 1983

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