

3620596

UTAH POWER & LIGHT COMPANY

EASEMENT

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EARL L. MAYNARD and ADEL MAYNARD, his wife, Grantors, do hereby grant, bargain, sell, convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, Grantee, its successors and assigns for a valuable consideration, a perpetual easement and right of way for the construction, erection, operation and continued maintenance, repair, alteration, inspection, relocation and/or replacement of one or more wood pole or steel tower lines for the transmission circuits of the Grantee, together with necessary cross-arms and other attachments, including guys, stubs, and anchors, affixed thereto for the support of said circuits, in, upon, along, over, through, across and under a tract of land situate in the County of Salt Lake, State of Utah, particularly described as follows: Said tract of land situate in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 4 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning on the south boundary line of the Grantors' land at a point 1330.0 feet north and 781.1 feet east, more or less, from the south one quarter corner of Section 5, T. 4 S., R. 1 W., SLM, and running thence East 176.15 feet along said south boundary line to the southwesterly boundary line of Grantee's existing 110 foot right of way, thence N. 37°27'W. 1519.24 feet, more or less, along said southwesterly boundary line to the west boundary line of the Grantors' land, thence South 230.19 feet along said west boundary line, thence S. 37°27' E. 1229.62 feet, more or less, to the point of beginning; containing 4.417 acres, more or less.

APPROVED AS
TO DESCRIPTION
MJC

Together with full right and authority to Grantee, its successors, licensee, lessee, 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, including towers, poles and other supports, together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, 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, (including, but not limited to, chemical solvents, gasoline, rubbish piles, haystacks, or lumber products), any residential structure, or any other building be placed or erected within the boundaries of said right of way, nor shall any building or material of any kind that exceeds 12 feet in height be stored thereon by Grantor or by Grantors' heirs, successors or assigns.

Grantee agrees to reimburse Grantors for actual damages to Grantors' crops and property caused by Grantee in constructing or maintaining its power lines across the above-described property.

It is understood that grantee, by acceptance of this easement agrees to hold grantors harmless against any liability or claim of liability for any injury to person or damage to property arising from installation, use or maintenance of the easement granted herein.

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To have and to hold said easement and right of way unto the Grantee, its successors and assigns, forever, and Grantor covenants and agrees that Grantee, its successors and assigns shall have the exclusive use of said land for the purposes of the said easement and right of way herein granted, provided, however, that Grantor reserves the right to cultivate said land and use the surface thereof in a manner which shall not be inconsistent with the use of said land by Grantee under this grant.

Witness the hand of the Grantor this 20th day of August, 1981.

Earl L. Maynard
EARL L. MAYNARD

Adel Maynard
ADEL MAYNARD

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 20th day of August, 1981, personally appeared before me EARL L. MAYNARD and ADEL MAYNARD, his wife, personally known to me to be the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.



Helen F. Johnson
Notary Public
Residing in Salt Lake City, Utah

500
Wayne Harper
RECORDED
JEP
Nov 5 10 03 AM '81
Utah Power + Light
KATHLEEN DUNN
RECORDER
SALT LAKE COUNTY
UTAH

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