

36555

E A S E M E N T

12.5 kV Distribution Line  
ER 15-1056/ER 15- 6948

Fund: School  
Right of Way No. 1924

THE STATE OF UTAH, by and through the Division of State Lands, Grantor, in consideration of the payment of \$2,610.88, plus a \$20.00 application fee, receipt of which is acknowledged, and the promise of the Grantee to pay \$10.00 to the Grantor on or before January 1, 1983, and every third year thereafter, or within 10 days of notice from Grantor that payment is due, hereby grants to Utah Power & Light Company, 1407 West North Temple, P. O. Box 899, Salt Lake City, Utah 84110, Grantee, an easement for a 12.5 kV distribution line across State lands in Utah County, Utah, described as follows:

Township 5 South, Range 2 West, Salt Lake Base and Meridian  
Section 36: NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$  Utah County

Township 6 South, Range 2 West, Salt Lake Base and Meridian  
Section 1: Lots 2, 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$   
Section 11: E $\frac{1}{2}$ SW $\frac{1}{4}$

A right of way 10 feet in width, being 5 feet on each side of the following described survey line:

Beginning on the North boundary line of the Grantors' land at a point 590 feet West, more or less, from the Northeast corner of Section 36, Township 5 South, Range 2 West, SLB&M; thence S. 11059' W. 830 feet, more or less; thence S. 27046' W. 2917 feet; thence S. 23050' W. 993.1 feet; thence S. 41003' W. 3949.2 feet; thence S. 36008' W. 50 feet, more or less, to the South boundary line of said land and being in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , the W $\frac{1}{2}$ SE $\frac{1}{4}$ , and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 36, and Lots 2 and 3, S $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 1, Township 6 South, Range 2 West, SLB&M.

Beginning on the North boundary line of the Grantors' land at a point 2570 feet East, more or less, from the West One Quarter Corner of Section 11, Township 6 South, Range 2 West, SLB&M; thence S. 36028' W. 2050 feet, more or less, to the West boundary line of said land and being in the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1.

Containing 652.72 rods.

TO HAVE AND TO HOLD until Grantee, its successors and assigns shall fail to make any payment in accordance with its promise above set forth, but upon such failure, the right hereby granted shall terminate.

GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement and maintenance of said distribution line, and hold Grantor harmless from any and all liability which may arise from the construction and maintenance of said distribution line, so long as the easement shall remain in force and effect.

GRANTEE shall further agree that the right of way and all described areas shall be rehabilitated and seeded as determined by the Grantor.

GRANTEE shall have sixty (60) days after the expiration of the terms of this easement to remove said distribution line. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between the Grantor and Grantee that the Grantor shall have the right to remove, or cause the same to be removed, all at the cost and expense of the Grantee.

BOOK 1870 PAGE 609

50840

GRANTEE COVENANTS and AGREES to relocate its facilities hereunder, at its own expense, in the event relocation is necessary for the construction of highways by the State of Utah, or any subdivision thereof, unless proportionate reimbursement of such costs has been obtained by the State of Utah or any such subdivision, pursuant to statutes of the State and the United States then in force, in which event the Grantee will be reimbursed for such costs in accordance with the applicable rules and regulations.

GRANTEE shall at all times observe reasonable precautions to prevent fire on the premises and shall conform to all applicable laws and regulations of any governmental agency having jurisdiction, and shall agree to reimburse the GRANTOR for the actual costs of suppressing fires upon the lands where the GRANTOR may have expended monies in so doing or may be responsible to others for the cost of suppressing fires thereon.

Surface areas will be cleaned of all trash and debris to the satisfaction of the GRANTOR.

GRANTEE shall surrender to Grantor said lands in the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

GRANTEE, in exercising the privileges granted by this lease, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement.

GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement.

GRANTOR herein reserves the right to utilize said right of way and easement for the ingress and egress and access to and from the lands owned by Grantor on both sides of said easement.

GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said right of way; provided that no drilling of oil wells or mining shafts is being conducted within the boundaries of said right of way.

GRANTOR claims title in fee simple, but does not warrant to Grantee the validity of title to the leased premises. Grantee shall have no claim for damages or refund against the Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

GRANTOR reserves the right to inspect the area of operation at a later date and recall Grantee for correction of any violations of the above stipulations.

This lease shall be interpreted and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the State of Utah, by and through its Board of State Lands has caused these presents to be executed this 29th day of June, 1980, by its Director, duly authorized by a resolution of said Board dated June 21, 1978.

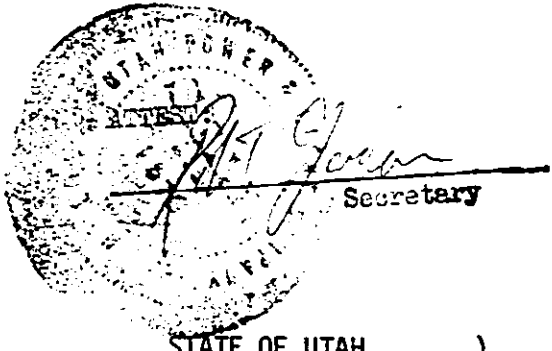
GRANTOR: STATE OF UTAH  
Division of State Lands  
231 East 400 South  
Salt Lake City, Utah 84111

By:

  
WILLIAM K. DINEHART, DIRECTOR

FILE NO. 50840

BOOK 1870 PAGE 610



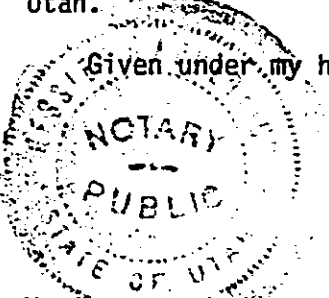
GRANTEE: UTAH POWER AND LIGHT COMPANY  
1407 West North Temple  
P. O. Box 899  
Salt Lake City, Utah 84110

By:

*[Signature]*  
Vice President

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On this 27th day of June, 1980, personally appeared before me William K. Dinehart, who being by me duly sworn did say that he is the Director of the Division of State Lands of the State of Utah, and said instrument was signed in behalf of the said Division of State Lands by resolution of the Board of State Lands, and said William K. Dinehart acknowledged to me that said Board executed the same in behalf of the State of Utah.



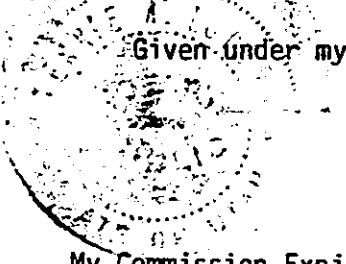
Given under my hand and seal this 27th day of June, 1980.

*[Signature]*  
Notary Public, residing at: 850 7th

My Commission Expires: 11-27-81

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

On the 13th day of June, 1980, personally appeared before me J. C. Taylor, who being by me duly sworn did say that he is the Vice President of Utah Power & Light Company, and that said instrument was signed in behalf of said corporation, and said J. C. Taylor acknowledged to me that said company executed the same.



Given under my hand and seal this 13th day of June, 1980.

*[Signature]*  
Notary Public, residing at:  
Salt Lake City, Utah

My Commission Expires:

September 4, 1983

APPROVED AS TO FORM:

ROBERT B. HANSEN  
ATTORNEY GENERAL

By:

*[Signature]*

36555

BOOK 1870 PAGE 611

50840

RECORDED AT THE REQUEST OF  
UTAH POWER & LIGHT  
1980 OCT 21 AM 8:56  
NINA B. NEELY  
DEPUTY  
CLERK  
UTAH COUNTY RECORDS  
SALT LAKE CITY  
11