RETURN TO: UAMPS 8722 South 300 West Sandy, 📉 84070

RIGHT-OF-WAY EASEMENT (individual form)

0404279 BK 0653

RUSSELL SHIRTS WASHINGTON 1992 APR 14 10:18 AM FEE REQUEST: SECURITY TITLE CO CO RECORDER \$8.50 BY KJP

Line No. Wash 69 kV R/W. No. 32 County of Washington State of <u>Utah</u>

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _ White Hills. Ltd. c/o Scott Sandberg. 425 South 200 West

St. George. Utah 84770

("Grantor"), For ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, bargains, sells, and warrants unto that Associated Municipal Power Systems ("Grantee"), a municipal corporation whose address is 8728 south 300 West, Sandy, Utah 84070, its successors and assigns, a perpetual easement, right of way and right on, over, under, above and across a strip of land 40 feet in width, located in the County of Washington, State of Utah, described as follows:

Township 42 South, Range 15 West SLB&M

A strip of land 40 feet in width, being 20 feet Northerly and 20 Section 22: feet Southerly from the following described center line: Beginning at a point South 89°40'45" West 958.00 feet and South 20 feet from the Northeast corner of said Section 22; thence running West and parallel with the North boundary line of said Section 22, to a point 20 feet South of the North boundary line of said Section 22 and the East boundary Tine of a tract of land conveyed to Deseret Fittle Holding Corporation, as recorded in Book 516, at Page 583, of the records of Washington County, Utah, the point of ending.

Also, the center line of a 5.0 foot guy and anchor easement, described as Beginning at a point south 89°40'45" West 1008, a feet, more or less, along the North Section line of said Section 22, said point also being the South center line of Block 2, of the A.R. Whitehead Survey of the SE/4 of Section 15, of same Township and Range, and South 40 feet from the Northeast corner of said Section 22; thence running South, a distance of 45 feet, to the point of ending.

to construct, enlarge, reconstruct, rephrase, repair, operate, maintain, place relocate and/or replace electric transmission and/or electric distribution lines and or electric systems and/or communication systems and such other equipment and appurtenances as may be necessary and/or convenient for such operations; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots and other plants and to clear the easement of all structure, obstructions and/or other objects within 40 feet of the centerline of said line or system or that may interfere with or threaten to endanger the operation or maintenance of said the or system; together with the right of ingress and egress thereto at convenient points for such purposes. Grantor hereby release and waives all rights under and by virtue of any applicable laws relating to homestead exemption and/or dower and/or similar rights. Grantor agrees that all electric transmission and/or electric distribution lines and/or electric systems and/or communication systems and all equipment and appurtenances associated with such above ground facilities installed on the above described lands at the Grantees expenses shall remain the property of the Grantee, removable at Grantee's option. Grantor warrants that he is the owner of property of the Grantee, removable at Grantee's option. Grantor warrants that he is the owner of the real property described and that said realty is free and clear of all encumbrances and liens of whatsoever character. Grantor shall have the right to fully use the surface of the right-of-way easement, except for the purpose of erecting buildings and/or structures within, or starting or easement, except for the purpose of erecting buildings and/or structures within, or starting or maintaining fires within the said right-of-way easement, so long as such use does not interfere with or threaten to endanger the rights herein granted to Grantee. 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. 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 the words used in the masculine gender shall be construed to read in the feminine.

The herein above described rights are assignable in whole or in part.

IN WITNESS WHEREOF, Grantor has executed this instrument this day of

WITNESS

SANDBERG STEUS

ACKNOWLEDGEMENT STATE, OF COUNTY OF The foregoing instrument was acknowledged before me this WANDA SANDBEALS STEVENS KNOWN TO ME TO BE OF WHITE HILLS OF A LITHH LIMES PARTIES IN A LITHER LITHES IN A LITHER LITHES IN A LITHER LITHES IN A LITHES IN A LITHEST PARTIES IN A LITHEST PA day of 1992. the beneat PARHIERSWA of White Hous of A cirult Witness my hand and official seal. GRANTON Residing at: COMMA EXP. 8-3-95 SERTIFICATE OF ACKNOWLEDGEMENT (Use only for individual Grantor) STATE OF UTAS COUNTY OF WAS On this day of HPW , 1997, personally appeared personally known to me to be the same person whose name is subscribed to the foregoing instrument as a witness thereto, who being by me duly sworn, deposed and said that the deponent resides in County, State of Walks : That the signer(s). nd officer seal. witness my hand and LARY PUBL Notary Publi Residing at: Comm. Public Exp. 9-19-93 ZARA MCMULLIN 200 N. Sconic Dr. W. ATE OF U