2757

## 4171

## TRANSMISSION LINE EASEMENT

D. SPENCER GROW and ARTA L. GROW , his wife, Grantors, hereby convey and warrant to UTAH POWER & LICHT COMPANY, a Corporation, its successors and assigns, Grantee, for the sum of One Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, inspection, relocation and replacement of the Electric transmission, distribution, telephone and telegraph circuits of the Grantee and such single pole, double pole and steel tower structures and guy anchors as the Grantee may now or at any time in the future consider necessary, desirable, convenient or expedient for its business operations with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto for the support of said circuits on, under, over, through and across a tract of land 130 feet in width located in Utah County, Utah, and being thirty (30) feet on the east side and one hundred (100) feet on the west side of the following described center line:

Beginning on the north boundary line of the grantors' land at a point 760 feet east, more or less, from the west one-quarter corner of Section 20, T.6 S., R.3 E., S.L.M., thence S.4°37'E. 1430 feet, more or less, to the south boundary line of said grantors' land and being in the W 1/2 of the SW 1/4 of said Section 20.

Also, beginning on the north boundary line of the grantors' land at a point 795 feet north and 860 feet east, more or less, from the southwest corner of said Section 20, thence S.4°37'E. 565 feet, more or less, thence S.21°55'E. 1295 feet, thence S.9°36'E. 1715 feet, more or less, to the south boundary line of said grantors' land and being in the SW 1/4 of the SW 1/4 of said Section 20 and the NW 1/4 of Section 29, Township and Range aforesaid.

Also, beginning on the north boundary line of the grantors' land at a point 1320 feet north and 40 feet west, more or less, from the south one quarter corner of Section 32, T.6 S., R.3 E., S.L.M., thence S.0°48'E. 990 feet, more or less, thence S.25°46'W. 2092 feet to a three pole angle structure on said land, and being in the SE 1/4 of the SW 1/4 of said Section 32 and Lot 2, the SE 1/4 of the NW 1/4 of Section 5, T.7 S., R.3 E., S.L.M.

Also, across a tract of land sixty (60) feet in width being thirty (30) feet on each side of the following described center line:

Beginning at said three pole angle structure on the grantors' land which is 1555 feet south and 960 feet west, more or less, from the north one quarter corner of Section 5, T.7 S., R.3 E., S.L.M., thence S.4°29'E. 390 feet, more or less, to the south boundary line of said land and being in the SE 1/4 of the NW 1/4 of Section 5, T.7 S., R.3 E., S.L.M.

Excepting from the above that part of the line on or over dedicated streets and alleys in the SE 1/4 of the NW 1/4 of said Section 5.

This easement cancels and supersedes that certain easement contracted between S. SPENCER GROW and ARTA L. GROW, his wife, grantors, and UTAH POWER & LIGHT COMPANY, grantee, dated December 30, 1953, and recorded as Instrument No. 73, January 4, 1954, Book 642, page 551-52 in the office of the County Recorder of Utah County, State of Utah.

Also, this easement cancels and supersedes that certain easement contracted between D. Spencer Grow and Arta L. Grow, his wife, and Utah Savings and Loan Association, a Corporation, grantors and Utah Power & Light Company, grantee, dated December 30, 1953 and recorded as instrument No. 72, January 4, 1954, Book 642, page 549-50 in the office of the County Recorder of Utah County, State of Utah.

Also, this easement cancels and supersedes that certain easement contracted between D. Spencer Grow and Arta L. Grow, his wife and J. Wm. Knight and Jennie B. Knight, his wife, grantors, and Utah Power & Light Company, grantee, dated December 30, 1953 and recorded as instrument No. 71, January 4, 1954, Book 642, pages 547-48, in the office of the County Recorder of Utah County, State of Utah.

It is understood by the parties that the Grantee has erected on the described real property two three-pole towers, four two-pole towers and eight guy anchors with necessary attachments, but the exercise of this easement and right of way by such construction shall in no way be considered to limit the right herein granted and the Grantee may increase the number of structures and circuits it maintains on the described easement and right of way at any time and to any extent.

Grantors covenent and agree for themselves, their heirs, administrators, executors and assigns, that they will not construct upon the surface of said land any structure that may interfere at any time with any use Grantee may desire to make of said land permitted under the grant and that Grantee, its successors and assigns, may remove from said premises any structures upon said premises which may conflict with the use of said right of way by Grantee, its successors and assigns, at any time.

Together with all rights of ingress and egress necessary or convenient 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 injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

A.D.		the	hands	of	Grantors,	_	13th	day	of	March	
	1957.						· ·				no Pr
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WH.

STATE OF UTAH

COUNTY OF UTAH

On the 13th day of

March

, A.D. 1957,

personally appeared before me

D. SPENCER GROW

ARTA L, GROW

, his wife, the signers of the foregoing

instrument, who duly acknowledged to me that they executed the same.

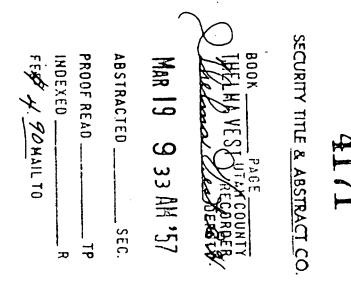
Commission expires:

Notary Public

<sup>3</sup>May 26, 1957

Residing at Salt Lake City, Utah

APPROVED AS TO



SECURITY TITLE & ABSTRACT CO. 64 North 1st East - Provo, Uigh Order No. 1044

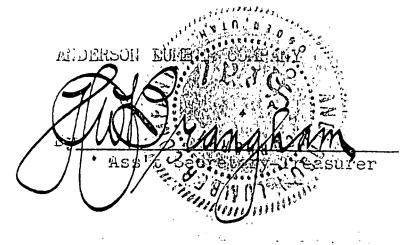
## 4176

RELLIABE OF UTMI MORTGAGE

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CARTER and maken u. LOVELEDS, dba ZIONS BUILDING and COLETHOTTON COMPANY, to AMPRICADON LUMBER COMMENT dated June 18, 1955 and recorded as entry No. 1 8117, in Book 684, Page 59-60, in the office of the County Recorder of Utah County, State of Utah on June 20, 1955 at 2:04 Pm for the sum of NIND THOUSAND STA HUNDRED SEVENTY NINE AND NO/100 DOLLARS (\$9,679.00) has been fully satisfied by the payment of the debt secured thereby and is hereby cancelled and discharged.

IN wITHESS WHEREOF said ANDERSON LUMBER COMPANY has caused this instrument to be executed by its Assistant Secretary-Treasurer, thereunto duly authorized this 27th day of December A.D. 1955.



- Bur. 4- Peterson