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RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
1995 JAN 12 09:55 AM FEE \$12.00 BY RS  
FOR: SECURITY TITLE CO

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

RIGHT-OF-WAY EASEMENT  
(individual form)

Line No. \_\_\_\_\_  
R/W. No. \_\_\_\_\_  
County of \_\_\_\_\_  
State of \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS

That the undersigned Stanley C. Turner, Trustee

("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 Utah Associated Municipal Power Systems ("Grantee"), a municipal corporation whose address is 8722 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 60 feet in width, located in the County of Washington, State of Utah, described as follows:

A 60 foot wide easement being 30 feet right and left of the following described centerline: Beginning at a point which is South 89° 49' 59" West 207.38 and South 42° 13' 04" West 3612.03 feet from the Northeast Corner of section 19, Township 42 South, Range 14 West, Salt Lake Base and Meridian said point being on the East line of the Stanley C. Turner Parcel; thence South 42° 13' 04" West 72.15 feet to the South line of the Stanley C. Turner Parcel.

to construct, enlarge, reconstruct, rephase, 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 30 feet of the centerline of said line or system or that may interfere with or threaten to endanger the operation or maintenance of said line 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 Grantee's expenses shall remain the 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 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 Grantor 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 28 day of Dec., 1994

WITNESS

Virginia Rushton

GRANTOR

Stanley C Turner Trustee

SECURITY TITLE COMPANY - 2240 -

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1990,  
by \_\_\_\_\_

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

Notary Public  
Residing at: \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT  
(Use only for individual Grantor)

STATE OF UTAH )  
COUNTY OF (WASHINGTON) ) SS

On this 28th day of December, 19 94, personally appeared Virginia Rushton 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 Washington County, State of Utah:  
That the deponent was present and saw Stanley C. Turner Trustee, personally know to the deponent to be the signer(s) of the foregoing instrument as a party or parties thereto, sign and deliver the same, and that the deponent thereupon signed the deponent's name as a subscribing witness thereto at the request of such signer(s).

Witness my hand and official seal.

Betty Sawyer  
Notary Public  
Residing at: Washington UT

