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Entry No. 78004016  
Date 1-4-98 At 1049 A Hrs. 7:55 P.m.  
Recorded Louis L. Jow  
Fee Paid 10.00 By L. Rogers Deputy  
Records, SAN JUAN COUNTY, UT.

## ELECTRIC LINE - RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Sonderregger Inc.**, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Empire Electric Association, Inc., a cooperative corporation (hereinafter called the "Cooperative") whose post office is Cortez, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of **San Juan**, State of **Utah**, and more particularly described as follows:

7. The SE ¼ of Section 25, Township 33 South, Range 23 East, Salt Lake City Meridian, San Juan County Utah, Beg. at a pt. on a fence Cor. Due N 1325.09 ft and due E 1320.29 ft from the SW Cor. Of Sec. 25, said pt also being due S 3958.70 ft and due W 1321.59 ft from the N ¼ Cor. said Sec. 25, (Basis of bearing being N 89°53'34" E between a marked stone at said N ¼ Cor. and a marked stone at the NE Cor. said Sec. 25, said stones being 2633.90 ft apart) th along a fence line N 0°02'55" E 1294.25 ft to a fence cor., th along a fence line N 89°18'45" E 639.48 ft, th leaving said fence line due E 718.47 ft to a fence line, th along said fence line N 3°40'35" W 8.64 ft to a fence cor., th along a fence line N 2° 10'07" W 507.62 ft m/l to the SW Cor. Of the property conveyed to Keith Redd et ux Bk 708 pg. 14, th E along the S bndy of the Redd Parcel 827.508 ft m/l to the Wly/RW line of HW 160, th S along the HW/RW line of HW 160 to the NE Cor. of the property conveyed to Sonderregger, Inc. in Bk. 708 pg. 12, which pt. is a fence Cor., th along a fence line S 88° 50'57" W 213.21 ft, th S 00° 34'56" E 607.53 ft m/l to the N bndy of John W. Redd II property, th W 35.5 ft m/l, th due S 293.878 ft, th W 185.0 ft, th due S 30.0 ft, th due W 120 ft, th due S 30.0 ft, th S 24°15'00" W 150.00 ft, th due S 550.986 ft, th N 89° 47'06" W 360.747 ft th S 5°18'41" W 8.892 ft and N 89°24'56" W 1195.68 ft to pt. of beg.,

.A (10) ten foot easement along the east boundary of North 2<sup>nd</sup> West street. Also, for existing powerlines and for powerlines as required to provide electric service to improvements upon said lands and adjacent lands; for lateral guying as required to support the unbalanced stresses on said powerlines; and for reasonable access for the purpose of installation, operation, and maintenance of said powerlines.

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim, and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system, or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

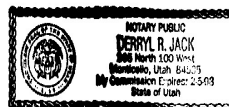
The undersigned covenant that they are the owners of the above-described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 19<sup>th</sup> day of December 191997.

*E. Paul Sonderegger*  
for Sonderegger Inc.

Michelle Sonderegger  
for Sonderegger Inc.

State of Utah )  
County of San Juan ) ss.



The above and foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December 19 97, by E. Paul Sonderreyger & Michelle Sonderreyger

Deputy D. R. Lock  
Notary Public

My Commission Expires 2-5-98

Prepared by MW on behalf of Empire Electric Association, Inc., Cortez, Colorado      wo#97-674

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