

**ELECTRIC LINE RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more)

**STANLEY C. TURNER, TRUSTEE** of the Stanley C. Turner Trust Agreement, dated October 28, 1991 for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto **DIXIE ESCALANTE RURAL ELECTRIC ASSOCIATION, INC.**, a cooperative corporation whose post office address is: Beryl, UT 84714, or 145 W. Brigham Road, St. George UT 84790, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Washington, State of Utah, and more particularly described as follows:

TO CONSTRUCT A 7.2kV DISTRIBUTION POWER LINE ALONG THE WEST EDGE OF ROAD EASEMENT THROUGH PROPERTY, BEGINNING AT A POINT ON CENTERLINE OF WASHINGTON DAM ROAD WHICH BEARS N 53°59'01" E, 2650' FROM THE SOUTH WEST COR. OF SEC. 19, T42S, R14W; THENCE N 00°05'12" E, 1004' MORE OR LESS; THENCE N 70°0'00" E, 800' MORE OR LESS (as shown on back of easement).

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 the 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, 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 a 15 foot easement 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 allow the encroachment of easement for the purpose increasing existing building size so long as building height elevation does not exceed existing building height; 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; to maintain the grade that existed at the time the line is installed.

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 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 the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: NONE).

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 10<sup>th</sup> day of June, 2002.

X Stanley C. Turner Trustee  
X

**ACKNOWLEDGMENT**

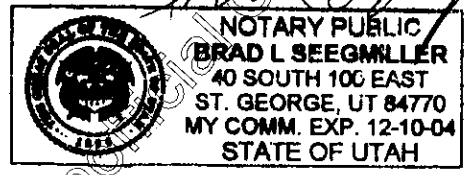
STATE OF Utah )  
County of Washington )  
: ss.

The foregoing Electric Line Right-of-way Easement was acknowledged before me this 10<sup>th</sup> day of June, 2002, by Stanley C. Turner, Trustee for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 12-10-2004

Notary Public



CLUGHLIN  
BONA

JONES  
KRAMER  
CHRISTY  
NIELSEN  
MAYWELL

GRANADA ROYALE  
CAMPBELL  
ORANT  
WISCOMBE  
SMITH

SHETTEL

SULLIVAN

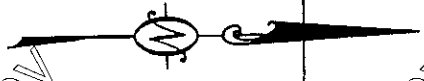
THARP

WHITE  
JOHNSON  
BASILE

GEORGE AND WASHINGTON CANAL

BLAKE

TURNER



Proposed power-line

