72.

UTAH POWER & LIGHT COMPANY EASEMENT

| kiskettek, Grantor, do es hereby convey to UTAH POWER & LIGHT |
|---|
| COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One Dollar (\$1.00) and other valuable consideration, a |
| perpetual easement and right of way for the erection, operation and continued |
| maintenance, repair, alteration, inspection, relocation and replacement of one or more transmission and distribution circuits of the Grantee, with the |
| necessary poles, towers, guys, stubs, crossarms, braces and other attachments |
| affixed thereto, for the support of said circuits, on, over and across the |
| following described real property located in <u>Utah</u> County, Utah: |
| Said tract of land situate in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 27, Township 5 South, Range 1 East, Salt Lake Meridian, described as follows: |
| Beginning at the west boundary line of the Grantor's land at a point 970 feet south and 275 feet west, more or less, from the north one quarter corner of Section 27, T.5 S., R.1 E., S.L.M. and running thence North 137 feet, more or less, along said west boundary line, thence S.65°07'E. 795 feet, more or less, to the east boundary line of said Grantor's land, thence South 137 feet, more or less, along said east boundary line, thence N.65°07'W. 795 feet, more or less, to the point of beginning; containing 2.28 acres, more or less. |
| GROWING AGREES TO REIMBURSE GROWTOR FOR ACTUAL |
| DAMAGE TO GRANTOR'S CROPS AND PROPERTY CAUSED BY |
| GRANTEE IN CONSTRUCTION OR MAINTAINING THE SAID |
| LINTE. RAH 11-8-77 |
| Together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles and other supports, together with braces, guys, anchors, crossarms, cables, conduits, wires, conductors, manholes, transformers and other fixtures, devices and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees, brush and other growth on or overhanging said premises. |
| At no time shall any flammable material or any building of any kind be placed or erected within the boundaries of said right of way, nor shall any equipment or material of any kind that exceeds 12 feet in height be placed or used thereon by Grantor or by Grantor's heirs, successors or assigns. |
| Subject to the foregoing limitations, said right of way may be leased by Grantor for roads, agricultural crops and other purposes not inconsistent with this easement. |
| WITNESS the hand of the Grantor, this <u>8th</u> day of <u>November</u> , |
| A.D. 19 77. |
| STATE OF UTAH) |
| County of Utah ss |
| On the 8th day of November , A.D. 19 77 , personally appeared before me Anna C. Boley |
| hexacker personally known to me to be the signer of the foregoing instrument, who duly acknowledged to me that she executed the same. |
| My Commission expires: |
| |
| Description Approved Comparison Approved |
| RETURNO TO: RAY A. HOLMES, JR. Utch Power & Light Co. Legal Dept. |

RAY A. HOLMES, JR.
Uich Power & Light Co.
Legal Dept.
P. O. Box 899
Salt Lake City, Utah 841100

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UTAH ROWER & LIGHT

BOOK 1626 PAGE 344

* TESE - 343