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Book - 9183 Pg - 105-107

GARY W. OTT

WHEN RECORDED, RETURN TO:

Marlin Fairbourn
147 East 11000 South
Sandy, Utah 84070

RECORDER, SALT LAKE COUNTY, UTAH

UT ST-DEPT OF TRANSPORTATION

BOX 148420 ATT: JR BAIRD

SLC UT 84114-8420

BY: SBM, DEPUTY - WI 3 P.

Salt Lake County

Tax ID No. 27-24-402-002

Parcel No. 15-7:14:A

Project No. SP-15-7(156)293

EASEMENT

PACIFICORP, an Oregon Corporation, d/b/a Utah Power (successor in interest by merger to Utah Power & Light Company, a Utah Corporation), whose principal office is located at 1407 West North Temple, Salt Lake City, Utah 84116, GRANTOR, hereby CONVEYS to MARLIN FAIRBOURN, successors and assigns, hereinafter GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a future roadway being 65.00 feet in width and 186 feet long and at a location to be agreed upon by PacificCorp, the easterly and westerly sideline to be lengthened or shorted as necessary as to accommodate the easterly and westerly line of the following described real property owned by Grantor located in Salt Lake County, State of Utah, to wit:

A Strip of land situate in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 3 South, Range 1 West, Salt Lake Meridian, being 66.0 feet wide, (ie) 24.75 feet on the upper (easterly) side and 41.25 feet on the lower westerly side measuring from the center line of the Jordan and Salt Lake City canal where said canal passes through the following described tract of land; containing 0.761 of an acre, more or less,

Beginning on the North boundary line of the Grantor's land at a point 672.9 feet East along the quarter section line from the Northwest corner of the Southeast one quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Meridian, said point being 1983.26 feet west along the quarter section line from the East one quarter corner of said Section 24 and running thence South $0^{\circ}10'02''$ East 738.03 feet and South $9^{\circ}21'26''$ East 422.60 feet to the South boundary line of said land, thence East 186.48 feet along said boundary line, thence North $9^{\circ}21'26''$ West 438.13 feet and North $0^{\circ}10'02''$ West 722.70 feet to said North boundary line, thence West 184.0 feet along said North boundary line to the point of beginning, containing 3.97 acres, more or less, UTSL-0527

This easement is granted subject to the following restrictive conditions:

1. Grantee, its successors and assigns, will not make any use of the easement herein granted which will be inconsistent with, or interfere in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional construction and installations constructed after the granting of this easement which cross over or above the property as herein described.

2. The Grantee will in the event that curb and gutter is constructed on the easement herein granted, said curb and gutter will be high-back type and will contain a 20-foot curb cut on both sides of the roadway located at places designated by the Grantor, which curb cuts will permit passage of Grantor's equipment used for repair and maintenance of Grantor's electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 30 tons.

Salt Lake County
Tax ID No. 27-24-402-002
Parcel No. 15-7:14:A
Project No. SP-15-7(156)293

3. Grantee, its successors and assigns, will not use or permit to be used said easement construction cranes or other equipment having a boom or similar attachment which may come in contact with Grantor's overhead electric lines. Grantee will not excavate within 30 feet of Grantor's existing transmission structures. Grantee shall maintain a minimum distance of 30 feet between structure(s) and transmission line conductors (wires). Grantee shall maintain a minimum distance of 25 feet from finished grade to conductors. Grantee shall maintain a minimum distance of 50 feet between approved facilities and the point where the transmission line (steel/wood pole/guy anchor/steel pole) enters the earth. Grantee shall maintain a minimum distance of 20 feet between equipment and transmission line conductors (wires). The storage of flammable and hazardous material or refueling of vehicles/equipment is prohibited within the easement area.

4. In the event Grantee ceases to use, for purposes of a roadway, the property herein described, this easement shall thereupon immediately terminate, with all rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.

5. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.

6. It is also understood that Grantee, its successors and assigns, shall defend and indemnify and hold harmless the Grantor from and against liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities or equipment owned by or controlled by Grantee and arising by reason of Grantee's use and occupation of the property pursuant to this easement.

7. This conveyance shall be personal to Grantee, his heirs successors and assigns and shall not be construed as a public dedication.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 27th day of July, 2005.

Grantor:

PacifiCorp, an Oregon corporation dba
Utah Power & Light Company

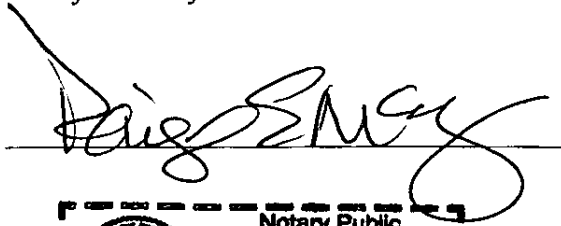

Vice President

Tax ID No. 27-24-402-002
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ACKNOWLEDGEMENT

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 27 day of July, 2005,
by Carol Hunter, who is a Vice President of PacifiCorp being duly
sworn did say that they executed the same.



NOTARY PUBLIC

