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15-5705

UTAH POWER & LIGHT COMPANY

POLE LINE EASEMENT

Entry No. 334900 9 AM
Recorded May 13 1970
Vol. 184, Pg. 497-8 Fee \$4.00

At the North S-A T25's R20E sec 2 of 3 line 5
" " " " " " sec 3 of 3 line 21
" " " " " " sec 10 of 16 line 20

Esther Somerville
Recorder of Grand County

Texas Gulf Sulphur Company, a corporation doing business in the State of Utah, Grantor, hereby conveys and warrants to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns and licensees, Grantee, for the sum of One (\$1 00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution, and telephone circuits of the Grantee, and seven guy anchors, 38 poles and one two-pole structure, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained on, under, upon and across the premises of the Grantor, in Grand County, Utah along a line described as follows:

Beginning at the North boundary line of the Grantor's land at a point 715 feet South and 35 feet West, more or less, from the Northeast corner of Section 3, T. 25 S., R. 20 E., S.L.M., thence S. 0° 12' E. 4260 feet, more or less, thence N. 89° 34' E. 1338 feet to the East boundary fence of said land and being in Lots 1, 8, 9, 16 and the NE 1/4 of the SE 1/4 of said Section 3 and the NW 1/4 of the SW 1/4 of said Section 2, Township and Range aforesaid.

Also, beginning in the above described center line at a point 27 feet South and 30 feet West, more or less, from the East one quarter corner of Section 3, T. 25 S., R. 20 E., S.L.M., thence S. 71° 56' W. 3045 feet, thence S. 18° 02' W. 985 feet, thence S. 15° 12' E. 1320 feet, thence S. 55° 55' E. 2989 feet, thence S. 7° 18' E. 370 feet, more or less, to the South boundary line of said land and being in the N 1/2 of the SE 1/4 and the E 1/2 of the SW 1/4 of said Section 3, the NE 1/4 of the NW 1/4, the W 1/2 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 10, Township and Range aforesaid.

Grantee by the acceptance of this easement agrees to relocate the power line to be constructed hereunder to another location on the lands of the Grantor, should said easement interfere with any use to which the Grantor desires to put his said property; and Grantee further agrees to hold Grantor harmless from and against any claim or liability arising from Grantee's use of said property under this easement.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor, this 2nd day of November, A.D. 1970.

TEXAS GULF SULPHUR Company
By Hewitt Gordon FILE NO. 41929
Vice President
Attest: Paul J. Huntington
Asst. Secretary

STATE OF UTAH)
) ss.
County of GRAND)

On the 2ND day of MARCH, A.D. 1970, personally appeared before me, H. V. W. Decker, who being by me duly sworn, did say that he is the VICE- President of TEXAS GULF SULPHUR Co., a corporation, and that said instrument was signed in behalf of said corporation by authority of the Board of Directors and said VICE PRESIDENT acknowledged to me that said corporation executed the same.

J. G. Pinkerton
Notary Public
Residing at Moab, Utah

My commission expires:
January 11, 1973

J. G. PINKERTON
NOTARY PUBLIC, MOAB, STATE OF UTAH
COMMISSION EXPIRES JAN. 11, 1973