1/1/403

AGREEMENT, dated this // day of //uri/ , 1955 between GENERAL MOTORS CORPORATION, a Delaware corporation, duly authorized to do business in the State of Utah and having a principal office at 3044 West Grand Boulevard, Detroit 2, Michigan hereinafter referred to as FIRST PARTY, and UTAH POWER AND LIGHT COMPANY, a Maine corporation, duly authorized to do business in the State of Utah, whose post office address is Kearns Building, Post Office Box 899, Salt Lake City 10, Utah, hereinafter referred to as SECOND PARTY,

WITNESSETH:

FIRST PARTY does hereby give to SECOND PARTY, its successors and assigns, permission to install a wood pole line for the purpose of constructing thereon an electrical transmission line for the transmission of electric current to service FIRST PARTY'S buildings and structures located in Davis County, Utah, the route of said pole line to follow a line described as:

> Beginning at a fence on the East Right-of-Way line of Union Pacific Railroad Company and the West boundary line of First Party's land at a point 1130 feet North and 60 feet East, more or less, from the Southwest corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Davis County; Thence South 88 degrees 30 minutes East, 676.2 feet; Thence North O degrees 24 minutes East, 88.8 feet to First Party's two-pole transformer rack on said land and being in the Southwest 1/4 of said Section 36.

The route and location of said poles and structures of FIRST PARTY are shown on print marked ER 14-9261, Revised December 23, 1954.

Permission is also granted to SECOND PARTY to trim and keep trimmed all trees along the line upon said premises of FIRST PARTY so that they will clear wires strung not less than 18 feet above the ground by as much as 5 feet, and so that the trees will not be liable to interfere with the transmission of electricity over said line.

Permission is also granted SECOND PARTY by FIRST PARTY to enter upon said premises to do the work contemplated and to make repairs to said line when necessary.

In consideration of the granting of such permission, SECOND PARTY agrees to indemnify and save harmless FIRST PARTY from any and all loss or damage to property, or injury or death of any person and from all suits, claims, liability or demands in connection therewith which result from the installation, maintenance, repair, operation or removal of SECOND PARTY'S facilities unless such loss, damage or injury is due in whole or in part to the negligence of the FIRST PARTY.

Any installations made by SECOND PARTY shall be in accordance with accepted electrical practices and shall comply with all laws, regulations and ordinances.

The permission hereby granted may be terminated by FIRST PARTY on ninety (90) days' prior written notice. Such notice shall be sent by registered mail to the SECOND PARTY at the address shown herein. In the event of such termination, SECOND PARTY shall remove its installations and restore the premises of

FIRST PARTY to substantially the condition which existed prior to such installation.

WITNESS the signatures and seals of the above parties.

In the presence of:	GENERAL MOTORS CORPORATION
	By
Cecilia Staningwiska	Vice President Attest
	Assistant Secretary
	UTAH POWER AND LIGHT COMPANY
	By
	Vice President Attest
	Assistant Secretary

STATE OF MICHIGAN) ss.

On this 2/5t day of MARCH, A.D. 1955, personally appeared before me J. J. CRONIN and J.C. Davidson, to me personally known, who being by me severally duly sworn, did say that they are respectively a Vice President and an Assistant Secretary of GENERAL MOTORS CORPORATION, a corporation created and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and

sealed in behalf of said corporation by authority of its Board of Directors; and the said J.J.C. and and acknowledged the said instrument to be the free act and deed of the said GENERAL MOTORS CORPORATION.

Notary Public, Wayne County, Michigan
My Commission Expires:

STATE OF UTAI

ss.

On the // day of my , A.D. 1955, personally appeared before me J. A. 170/c , who being by me duly sworn, did say that he is the Vice President of UTAH POWER AND LIGHT COMPANY, a corporation, and that said instrument was signed in behalf of said corporation by authority of Resolution of Board of Director and said J.A. 1700. Corporation executed the same.

Notary Public, Janke County, Utah
My Commission Expires: