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## UTAH POWER & LIGHT COMPANY

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## POLE LINE EASEMENT

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Tracy Land and Livestock Company, a corporation doing business in the State of Utah, Grantor, subject to all of the provisions of this instrument hereinafter set forth, hereby quit-claims 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 an electric transmission line of the Grantee, and 49 guy anchors 5 three-pole structures, 5 two pole structures and 17 poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, to be erected and maintained on, under, upon and across the premises of the Grantor, in Summit County, Utah along a line described as follows:

Beginning at a northeasterly boundary fence of the Grantor's land at a point 530 feet south and 170 feet west, more or less, from the north one quarter corner of Section 15, T. 1 S., R. 5 E., S. L. M., thence S.  $24^{\circ} 50'$  E. 11 feet, thence S.  $42^{\circ} 49'$  E. 1256 feet, thence S.  $78^{\circ} 34'$  W. 2228 feet, thence S.  $41^{\circ} 35'$  W. 7310 feet, more or less, to the west boundary line of said land and being in the  $NE\frac{1}{4}$  of the  $NW\frac{1}{4}$ , the  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$ , the  $S\frac{1}{2}$  of the  $NW\frac{1}{4}$ , and the  $NW\frac{1}{4}$  of the  $SW\frac{1}{4}$  of said Section 15, the  $NE\frac{1}{4}$  of the  $SE\frac{1}{4}$  and the  $S\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 16, the  $NW\frac{1}{4}$  of the  $NE\frac{1}{4}$ , and the  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Section 21, Township and Range aforesaid.

Also, beginning in the above-described center line at a point 1510 feet south and 635 feet east, more or less, from the north one quarter corner of Section 15, T. 1 S., R. 5 E., S. L. M., thence N. 87°11' E. 20 feet, more or less, to the east boundary line of said land and being in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 15.

Also, beginning at the north boundary line of the Grantor's land at a point 390 feet west, more or less, from the north one quarter

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corner of Section 15, T. 1 S., R. 5 E., S. L. M., thence S. 24° 50' E., 290 feet, more or less, to the east boundary fence of said land and being in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 15.

Also, beginning at the south boundary fence of the Grantor's land at a point 22 feet west from the southeast corner of Section 19, T. 1 S., R. 5 E., S. L. M., thence N. 58°18' E. 2843 feet, thence N. 81°04'E. 240 feet, more or less, to the east boundary line of said land and being in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 19, the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 20, Township and Range aforesaid.

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.

Provided, however, that Grantee's access to said electric transmission line herein described shall be limited, where practicable, to present existing roads or to roads which may hereafter be constructed in order to minimize damage to the property, premises, or rights of Grantor, its successors in interest and assigns or licensees through Grantee's exercise of the use, occupation and enjoyment of said easement.

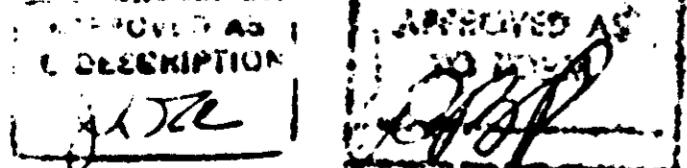
Provided further, however, that Grantee hereby agrees to: (a) hold and save Grantor, its successors in interest and assigns and licensees, harmless from any and all damage arising from Grantee's use of said easement herein granted and (b) to pay any and all damage or damages which may arise to the property, premises, or rights of Grantor, its successors in interest and assigns or licensees, through Grantee's use occupation and possession of the rights herein granted.

WITNESS the hand of the Grantor, this 15<sup>th</sup> day of June, A. D. 1970.

TRACY LAND AND LIVESTOCK COMPANY

By T. Tracy Wright  
President

Attest: Anita W. Murphy  
Secretary



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

On the 15<sup>th</sup> day of June, A. D. 1970, personally appeared before me, T. Tracy Wright, who being by me duly sworn, did say that he is the President of Tracy Land and Livestock Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said T. Tracy Wright acknowledged to me that said corporation executed the same.

Edmund M. Saccom  
Notary Public

Residing at 1972 Claremont Way  
Salt Lake City, Utah

My Commission Expires:

March 22, 1971

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