

JUL 27 1960

Recorded at/Request of U. P. & L. CO
at 1240 M Fee Paid \$ 6.00 NELLIE M. JACK, Recorder Salt Lake County, Utah
By F. Angellano Dep. Rec.

1728080

14-3390-10859

EASEMENT

BOOK 1728 PAGE 414

MICHIGAN-UTAH CONSOLIDATED MINES COMPANY, a corporation,
~~and certain individuals~~, Grantors, hereby grant 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, an easement and
right of way for the erection and continued maintenance, repair, alteration, and
replacement of electric transmission, distribution and telephone circuits of Grantee
and thirteen guy anchors and nineteen poles, with the necessary guys, stubs, cross-
arms and other attachments thereon or affixed thereto, for the support of said circuits,
to be erected and maintained upon and across the real property of the Grantors in
Salt Lake County, Utah, described as follows:

On and/or over J.P. E. 6177, Apex 6177, Creek (Amd) 5357, Copper
Prince No. 4, 5598, Chuck 5355, Snow Storm 4852, Peosta 157, Copper
Prince No. 1, 5598, Harwood 6176, Morrill and Sowles 158, St. Patrick
6176 and Harwood No. 2, 6176, mining claims in the Little Cottonwood and
Big Cottonwood Mining Districts in Section 4, Township 3 South, Range
3 East, Salt Lake Meridian, and Section 33, Township 2 South, Range
3 East, Salt Lake Meridian, along the following described center line:

Beginning at Line 1-2 of Arco 167 mining claim at a point 310 feet North
67° 05' West, more or less, from Corner No. 2 of said mining claim,
thence South 21° 09' West 181 feet, more or less, to an existing pole on
J.P. E. 6177 mining claim.

Also, beginning at Line 3-4 of Real Estate 168 mining claim at a point
320 feet North 67° 05' West, more or less, from Corner No. 3 of said
Real Estate mining claim, thence North 21° 09' East 140 feet, more or
less, thence North 62° 43' East 751 feet, more or less, to Line 3-4 of
Ontario No. 3, 173 mining claim.

Also, beginning at Line 2-3 of Zora 174 mining claim at a point 150 feet
North 36° 10' East, more or less, from Corner No. 3 of said Zora mining
claim, thence South 80° 38' East 570 feet, more or less, to Line 2-3 of
Peosta 157 mining claim.

Also, beginning at Line 1-2 of Copper Prince No. 1, 5598, mining claim
at a point 350 feet South 53° 53' East, more or less, from Corner No. 1
of said Copper Prince No. 1 mining claim, thence South 80° 38' East
890 feet, more or less, thence North 88° 00' East 905 feet, thence North
47° 05' East 160 feet, more or less, to Line 1-2 of St. Patrick 6176
mining claim.

Also, beginning at Line 2-3 of Harwood No. 2, 6176, mining claim at a
point 35 feet North 17° 24' West, more or less, from Corner No. 3 of
said Harwood No. 2 mining claim, thence North 61° 59' West 100 feet,
more or less, thence South 47° 05' West 230 feet, more or less, to Line
3-4 of said Harwood No. 2 mining claim.

JENSEN, JENSEN & BRADFORD
ATTORNEYS AND COUNSELLORS AT LAW
WALKER BANK BUILDING
SALT LAKE CITY 11, UTAH

FILE NO. 31657

-2-

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 Grantee's use, occupation or enjoyment of this easement.

The foregoing easement and right of way is granted upon the following terms and conditions:

1. Grantee shall hold Grantor free and harmless from any liability arising out of the use and occupancy of the property described herein, excepting only such liability as may arise solely by reason of the fault or negligence of Grantors, and Grantee shall be responsible for any damage to the property of the Grantors by reason of any negligent act or omission on the part of said Grantee arising out of such work of repairing, constructing, maintaining, replacing, altering, inspecting and/or removing said facilities.

2. Grantors expressly reserve the right to pass over, under, across, or through the said easement and right of way, and make any other use of the same not inconsistent with Grantee's rights as granted herein.

3. Grantee agrees that in the event Grantee abandons the facilities placed upon the said easement and right of way, and the same are not used for a period of one (1) year or more, the easement and right of way granted herein shall revert to Grantors, their successors or assigns, and within ninety (90) days after receipt by Grantee, or its successors and assigns, of a written notice to do so by Grantors, Grantee shall remove all such facilities from the easement granted hereunder without cost to Grantors, and Grantee shall immediately thereafter execute and deliver to Grantors, their successors or assigns, a quitclaim deed covering the property described in this instrument.

4. Grantee will, upon request by Grantors and at Grantee's expense, remove any facilities placed by Grantee upon the property described herein to a different location selected by Grantors across their property, over which Grantors shall furnish without charge another easement, and Grantee in that event shall forth-

JENSEN, JENSEN & BRADFORD

ATTORNEYS AND COUNSELLORS AT LAW

WALKER BANK BUILDING

SALT LAKE CITY 11, UTAH

with quit-claim back to Grantors all rights granted by this instrument. Said relocation must be completed by Grantee not less than ninety (90) days after notice, in writing, given to the Grantee by the Grantors.

5. As part of the consideration for this grant, the Grantee agrees that if hereafter the Grantor or its successors in title shall erect improvements within the vicinity of the pole line to be built on the easement hereby granted, the Grantee shall, at their usual charges for furnishing electricity, furnish electricity for such improvements.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed by its officers thereunto duly authorized, at Salt Lake City, Utah, this 15th day of April, 1960.

MICHIGAN-UTAH CONSOLIDATED MINING COMPANY

By DeWitt Van Evera
DeWitt Van Evera Its President

Attest:

Ryner Van Evera
Ryner Van Evera Its Secretary

STATE OF UTAH)
COUNTY OF SALT LAKE)

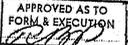
Notary Public
DeWitt Van Evera

On the 15th day of April, 1960, personally appeared before me DE WITT VAN EVERA and RYNER VAN EVERA, who being by me first duly sworn did say: that they are the president and secretary, respectively, of MICHIGAN-UTAH CONSOLIDATED MINING 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 De Witt Van Evera and Ryner Van Evera duly acknowledged to me that said corporation executed the same.

H. E. Perkins
Notary Public
residing at Salt Lake City, Utah

My commission expires:

Apr. 10, 1964



JENSEN, JENSEN & BRADFORD
ATTORNEYS AND COUNSELLORS AT LAW
WALKER BANK BUILDING
SALT LAKE CITY 11, UTAH

