

THE COUNCIL OF CORPORATIONS.

the following des-

DEPT. OF STATE - STATE OF UTAH.

beginning on the west line of the Bismarck Railroad
100 feet west of point 22.94 feet south 100.2412 feet
west from the northeast corner of Section Thirty (30),
Bismarck, North Dakota, being one 114 feet of the Salt
Lake Railroad in the City of Bismarck, and running
thence north 26° 34' east 659 feet along the east line of
said right-of-way to a point 364.90 feet north of the
south line of said Section Thirty (30), thence east 579
feet more or less to the westerly line of a highway;
thence south 31° 30' west 655 feet along the westerly line
of said highway to a point 22.94 feet south of the south
line of said Section; thence west 505 feet more or less
to the point of beginning, and

WHEREAS, the CITY OF Bountiful, a municipal corporation of the State of Utah, referred to herein as "Grantee", desires an easement to install an anchor for its power transmission line, which anchor will extend west fifty feet upon the above described tract of land from a point on the easterly line of said tract of land sixty-five feet northeasterly from the southeasterly corner of said tract of land.

NOW THEREFORE, for valuable consideration received by the
Grantor, the adequacy of which is hereby acknowledged, the Grantor
does hereby grant and extend to the Grantee an easement to construct
and maintain an anchor for said power transmission line at the
location in the above described tract of land, specifically de-
scribed above; together with rights and privileges necessary or

F-046. Easement for the installation, maintenance and use of said power transmission line anchor, including the right of ingress and egress over the above described tract of land to the location of said power transmission line anchor.

1. The easement herein granted shall be subject to the following understandings and agreements of the Grantee:

2. That the Grantee shall be solely responsible and liable for any damage or injury to person or property arising from the installation, maintenance and continuation of said power transmission line anchor upon the above described tract of land, and will protect, indemnify and, at all times, hold the Grantor harmless from any liability whatsoever arising from damage or injury to person or property arising from the installation, maintenance or continuation of said power transmission line anchor upon said tract of land; and

2. At any time hereafter, upon written request by the Grantor or its successor or successors in title to the above described tract of land, the Grantee or its successors or assigns agrees, at its cost and expense, to remove said power transmission line anchor from the above described tract of land and perform such repairs as shall be necessary to reinstate the above described tract of land and the surface thereof in a condition comparable to that then surrounding the location of said power transmission line anchor, in which event and following such performance by the Grantee or its successors or assigns, this easement shall be of no

further force or effect and no longer binding upon the parties. 647

This easement, and the terms and provisions thereof, shall inure to the benefit of and be binding upon the successors and assigns of each the Grantor and the Grantee.

IN WITNESS WHEREOF, this instrument has been duly executed
by and on behalf of the respective parties hereto this 14th day

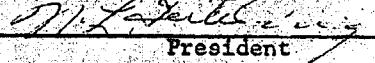
of June, 1961.

TERTELING LAND COMPANY

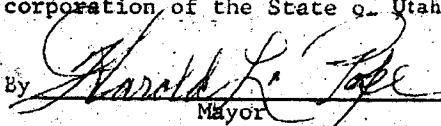
ATTEST:


N. L. Terteling

Secretary

By 
M. L. Terteling
President

CITY OF BOUNTIFUL, a municipal
corporation of the State of Utah

By 
Harold L. Page
Mayor


Alfred H. Williams
County Clerk

State of Idaho)
&) ss.
County of Ada)

On the 14th day of June, A.D., 1961, personally appeared before me N. L. TERTELING, who being by me duly sworn, did say that he is the President of Terteling Land Company, a Washington corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said N. L. Terteling acknowledged to me that said corporation executed the same.

My commission expires Dec-17-1961.


Mary E. Miller
Notary Public for Idaho
Residence: Boise, Idaho

State of Utah

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County of Davis

On the 14th day of June, A.D. 1961, personally appeared before me Harold E. Pope, who being by me duly sworn, did say that he is the Mayor of the City of Bountiful, a municipal corporation of the State of Utah, and that said instrument was signed in behalf of said municipal corporation by authority of a resolution of the City Council of said city, and said Harold E. Pope acknowledged to me that said municipal corporation executed the same.

My commission expires Oct 14, 1964

Joe B. Campbell
Notary public for Utah
Residence Bountiful, Utah