

POLE LINE EASEMENT

THE STATE OF UTAH, through and by its State Land Board by its duly appointed, qualified and acting Executive Secretary, Grantor, of Salt Lake City, in the County of Salt Lake, State of Utah, hereby grants 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, 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 three guy anchors and eleven poles with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantor in Tooele County, Utah, along a center line described as follows:

Beginning at a point on the quarter section line 1940 feet east, more or less, from the west quarter corner of Section 1, T. 3 S., R. 6 W., S.L.M., thence N. 0° 38' E. 1320 feet, more or less, to the north line of the SE 1/4 of the NW 1/4 and being in the SE 1/4 of the NW 1/4 of said Section 1.

Also, beginning at a point on the section line 15 feet north, more or less, from the southwest corner of Section 10, T. 3 S., R. 5 W., S.L.M., thence N. 89° 14' E. 2700 feet, more or less, to the quarter section line and being in the S 1/2 of the SW 1/4 of said Section 10.

Also, beginning at a point on the section line 5.5 feet north from the southwest corner of Section 7, T. 3 S., R. 4 W., S.L.M., thence N. 89° 14' E. 652 feet, thence S. 67° 36' E. 20 feet, more or less, to the south section line and being in Lot 4 of said Section 7.

Except from the above that portion of line over, across, and/or upon County Road right of way and Western Pacific, Tooele Valley Branch, Railroad right of way.

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.

Provided that nothing in this easement shall be construed to limit the right of the Grantor, its successors or assigns, to collect by legal action or otherwise from the Grantee, its successors or assigns, for any special damages resulting to the land across which the easement is granted or adjoining lands from the presence, the maintenance or the use of this easement.

The Grantee, its successors or assigns, further agrees to hold the Grantor, its successors or assigns, harmless from any claims of third parties resulting from the operation of this easement.

IN WITNESS WHEREOF, the State of Utah, through and by its State Land Board has caused these presents to be signed and sealed this 21 day of July, A. D. 195 , by the Executive Secretary of the State Land Board, duly authorized by a Resolution of State Land Board.

STATE OF UTAH STATE LAND BOARD

WITNESSES:

Jean Worthen
Mary S. Smith

By Lee E. [Signature]
Executive Secretary



APPROVED AS TO FORM:

E. R. CALLISTER
ATTORNEY GENERAL

By [Signature]

STATE OF UTAH X
 : SS
COUNTY OF SALT LAKE X

On this 22 day of July, A. D. 195 , personally appeared before me Lee E. Young who being by me duly sworn did say that he is the Executive Secretary of the State Land Board of the State of Utah, and that said instrument was signed in behalf of the State of Utah by authority of a resolution of the State Land Board, and said Lee E. Young further acknowledged to me that the State of Utah executed the same.

Dean B. Fugate
Notary Public

My Commission expires:

Residing at Salt Lake City, Utah

4/12/58

