

Proof Read
m.s.f. 55

8472

EASEMENT

Right of Way No. 843

THE STATE OF UTAH, by and through the Utah State Land Board, Grantor, in consideration of Eighty and no/100 Dollars (\$80.00), receipt of which from the Grantee is hereby acknowledged, and the promise of the Grantee to pay the Grantor \$10.00 on or before January 1, 1966 and \$10.00 each third year thereafter, hereby quitclaims to the UTAH POWER & LIGHT COMPANY, Grantee, an easement for the construction and continued maintenance and repair of a pole line consisting of 57 poles and 13 guy anchors to be located along a center line described as follows:

Beginning on the north boundary line of the Grantors' land at a point 990 feet east, more or less, from the northwest corner of Section 3, T. 6 S., R. 1 W., S.L.M., thence S. 32° 18' E. 4680 feet, more or less, to the south boundary line of said land and being in Lot 3, the NW¼ of the NW¼, the SE¼ of the NW¼, the SW¼ of the NE¼, the NE¼ of the SW¼ and the NW¼ of the SE¼ of said Section 3.

Also, beginning on the south boundary line of the Grantors' land at a point 940 feet west, more or less, from the southeast corner of Section 3, T. 6 S., R. 1 W., S.L.M., thence N. 32° 18' W. 720 feet, more or less, to the west boundary line of said land and being in the SE¼ of the SE¼ of said Section 3.

Also, beginning on the north boundary line of the Grantors' land at a point 280 feet west, more or less, from the north one quarter corner of Section 36, T. 6 S., R. 1 W., S.L.M., thence S. 2° 10' W. 4735 feet, more or less, thence S. 4° 54' E. 310 feet, more or less to the south boundary line of said land and being in Lots 3, 6, 10 and 13 of said Section 36.

Also, beginning on the north boundary line of the Grantors' land at a point 2085 feet east, more or less, from the northwest corner of Section 2, T. 12 S., R. 1 W., S.L.M., thence S. 2° 38' E. 5245 feet, more or less, to the south boundary line of said land and being in Lot 3, the SE¼ of the NW¼ and the E¼ of the SW¼ of said Section 2,

as delineated on the sketches attached hereto, and made a part hereof.

To have and to hold until the Grantee, its successors or assigns fail to make any payment in accordance with its promise above set forth.

The Grantee covenants and agrees to relocate its poles and facilities hereunder, at its own expense, in the event relocation is necessary for the construction of highways by the State of Utah or any subdivision thereof, unless proportionate reimbursement of such costs has been obtained by the State of Utah or any such subdivision, pursuant to statutes of the State and the United States then in force, in which event the Grantee will be reimbursed for such costs in accordance with the applicable rules and regulations.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed this 6th day of June 1963, by the Director of the State Land Board, duly authorized by a resolution of said Board dated September 1, 1961.

STATE OF UTAH
STATE LAND BOARD

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

BY Max C. Gardner
MAX C. GARDNER
DIRECTOR

Notary Seal: EDITH H. HALL, Notary Public, Salt Lake County, Utah, Commission Expires 11/9/63

On this 6th day of June 1963, personally appeared before me MAX C. GARDNER, who being by me duly sworn did say that he is the Director of the State Land Board of the State of Utah, and said instrument was signed in behalf of the State of Utah by authority of a resolution of the State Land Board and said MAX C. GARDNER acknowledged to me that the State of Utah executed the same.

APPROVED AS TO FORM:
A. PRATT KESLER
ATTORNEY GENERAL

Edith H. Hall
Notary Public

By [Signature]

56

8472

HELENA VEST SPOURHAWLE
TAM COUNTY RECORDER

Helena Vest Spourhawe

JUN 25 2 22 PM '63

BOOK	PAGE
ABS	SEC
P.R.	TP
IND	R
FEE	

\$9.50