

POLE LINE EASEMENT

THE STATE OF UTAH, by and through its State Road Commission, acting by its duly appointed, qualified, and authorized Chairman, Governor, or 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 and no/100 (\$1.00) Dollars, 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 one two-pole wood tower, 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 premises of the Grantor, in Weber County, Utah, along a center line described as follows:

Situated in the NW<sub>4</sub> of the NE<sub>4</sub> of Section 13, T. 5 N., R. 2 W., S.L.B. & M., beginning on the south boundary line of grantor's land at a point 1330 feet south and 1100 feet east, more or less, thence N. 47°58'W., 375 feet, more or less to southeasterly right of way line of State Highway U.S. 91, said center line produced intersecting center line of said highway at Highway Engineer's Station 49+87, project SN-A-FAP 114-A (4), B (3).

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 that nothing in this easement shall be construed to limit the right of the Grantor, its successors and 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 agree 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 Road Commission has caused these presents to be signed and sealed this 16th day of June, A.D., 1943, by the Chairman of the State Road Commission, duly authorized by a Resolution of June 16, 1943.

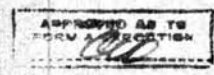
WITNESSES: ATTEST:

Clyde Miller  
Secretary

STATE OF UTAH  
STATE ROAD COMMISSION

John S. Evans

State of Utah )  
                  ) ss  
County of Salt Lake)



File 19728

On the 19th day of June, 1943, personally appeared before me, John S. Evans, known to me to be Chairman of the State Road Commission of Utah, signer of the above instrument who duly acknowledged to me that he executed the same by authority of and on behalf of the State Road Commission of Utah, and that the said Commission executed the same.

PLATTED  ABSTRACTED   
RECORDED  INDEXED   
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Utah Power & Light Co.  
Dorothy B. Campbell