

STATE OF UTAH)
)
COUNTY OF TOOELE,) SS.

On the 9th day of August, A. D. 1954, personally appeared before me Sarah Adella Wrathall, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

(SEAL)
My commission expires: May 26, 1957

O. C. Bowman, Notary Public
Residing at Salt Lake City, Utah

File No. 25686

Approved as to
Form & Execution
FJA

Approved as to Description

Jen
WH

#237972

Recorded at the request of Utah Power & Light Co., October 1, 1954 at 10:00 A. M.

Rose P. H. [Signature]

L. COUNTY RECORDER

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 one guy anchor and two 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 existing pole on Grantor's land at a point 520 feet north and 1322 feet west, more or less, from the east quarter corner of Section 4, T. 3 S., R. 5 W., S. L. B. & M., thence N. 0° 32' W. 809 feet to fence on north boundary line of said land and being in the SW 1/4 of the NE 1/4 of said Section 4.

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, ~~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 31st day of August, A. D. 1954, by the Executive Secretary of the State Land Board, duly authorized by a Resolution of April 3, 1953.

WITNESSES:

STATE OF UTAH STATE LAND BOARD

By A. N. Smith, Executive Secretary

Approved as to form & Execution
F.J.A.

STATE OF UTAH)
)
COUNTY OF SALT LAKE,) SS.

On this 31st day of August, A. D. 1954, personally appeared before me A. N. Smith who being by me duly sworn did say that he is the Executive Secretary 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 A. N. Smith further acknowledged to me that the State of Utah executed the same.

(SEAL)
My Commission expires: 8-4-58

Donald G. Prince, Notary Public
Residing at Salt Lake City, Utah

File # 25731

#237973

Recorded at the request of Utah Power & Light Co., October 1, 1954 at 10:01 A. M.

Rose P. H. [Signature]

LL COUNTY RECORDER