

P.O. Box 899
S. 2. E. 10 - Utah

POLE LINE EASEMENT
AND
RIGHT OF WAY AGREEMENT

Marie D. Bouwhuis, hereinafter called the Grantor, of Weber County, Utah, does hereby convey and warrant to the Utah Power and Light Company, a corporation, and its successors in interest, hereinafter called the Grantee, for the sum of One (\$1.00) Dollar, plus other valuable considerations as agreed upon herein, a perpetual easement and right of way for the continued maintenance, repair and/or like replacement of the existing privately owned, combination electric and telephone transmission line, consisting of four (4) wooden single pole structures (without guy wires), with crossarms and other attachments thereon, or affixed thereto, for the sole purpose of supporting the circuit wires, which is to be maintained in good condition by the Grantee upon and across the premises of the Grantor, in Weber County, Utah, along a line described as follows:

Beginning at a fence corner, the intersection of the west and south boundaries of the Grantor's land, Said point being on the one quarter section line, easterly 1770 feet, more or less, from the west one quarter corner of Section 36, T. 6 N., R. 2 W., S. L. M., thence along the one quarter section line, the south boundary line of the Grantor's land, S. 89°44'E., 1257 feet, more or less, to the east boundary line of said land, being in the SE¼ of the NW¼ and in the SW¼ of the NE¼ of said Section 36.

Together with the right of ingress and egress, only after notice to the Grantor (except to make emergency repairs due to catastrophies), necessary for full and complete use of the easement hereby granted for the use intended.

The Grantee hereby agrees to limit operations within the limits of said line described above and another parallel limiting line fifteen (15) feet to the north therefrom, and does further agree to reimburse the Grantor for all damages or losses caused by any and all operations within and/or beyond said operational limiting lines. Said extent of damages to be determined by an uninterested party.

It is further agreed that in the event the Grantee discontinues the use of said line, it shall be completely removed at the Grantee's expense; or, if disposed of, either by sale, or any other transaction by Grantor or its successors in interest, a new easement shall be drawn.

WITNESS the hand of the Grantor, this 30th day of November, A.D. 1960

Marie D. Bouwhuis

WITNESS the hand of the Grantee, this 30th day of November, A.D. 1960

ATTEST:

UTAH POWER & LIGHT COMPANY

[Signature]
Asst. Secretary

Paul A. Blanchard

STATE OF UTAH,)
)
County of Weber) ss.

On the 30th day of November A.D. 1960, personally appeared before me, the Grantor and the Grantee, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:

May 26, 1961 350234

[Signature]
Notary Public

Residing at
Salt Lake City, Utah

JAN 30 10 40 AM '61

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EXACT AS TO
FORM & CONTENT

SOUTH DAKOTA
RECORDED

DESCRIPTION
WV.

File No. _____

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