

also the privilege of removing at any time any or all of said improvements upon, over, under or on said lands.

Together with all the rights, easement, privileges and appurtenances which may be required for the full enjoyment of the rights herein granted.

To Have and to hold the same unto the said grantee, its successors and assigns forever.

And the said grantors do for them selves their heirs, executors and administrators, covenant with said Grantee, its successors and assigns that said Grantee are lawfully seized in fee simple of said premises and have a good <sup>right</sup> to sell and convey the rights herein granted, and the same are free from all mortgages, incumbrances or liens, and that said Grantors will for them selves and their heirs, executors, and administrators, warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

In witness whereof, the Grantors have hereunto set their hands and seals the 6th day of June, A.D. 1913.

Richard J. Gamblin  
Susannah Ellen Gamblin

State of Utah }  
County of Davis } ss.

On this 13 day of June, A.D. 1913, before me, the undersigned a Notary Public within and for said County and State personally appeared Richard J. Gamblin and Susannah Ellen Gamblin, his wife personally known to me to be the signers of and the persons whose names are subscribed to the within and above instrument and duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and Notarial seal the day and year in this certificate above written.

David E. Layton  
Notary Public

My commission expires April 25, 1914.  
Recorded Aug. 9, 1913 at 12:35 P.M. Abstracted #307

Blanche Lewis,  
County Recorder

1447

Right of Way Easement.

Tra E. Stud and Matilda Stud, his wife, of Davis County, State of Utah, Grantors, for one Dollar and other valuable considerations paid by Utah Power Company, a Maine Corporation, Grantee, receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to said Utah Power Company, its successors and assigns, an easement and right of way, and the right, privilege and authority to construct, erect,

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& Liens etc.  
Page 445.

operate and maintain, a line or lines for the purpose of transmitting electric or other power, and telegraph and telephone lines, in, upon, along, over, through, across and under a piece of land 150 feet in width, situated in the County of Davis and State of Utah, and more particularly described as follows, to-wit:-

Beginning at a point 435 feet north of the S.W. corner of Section 25, T. 3 N., R. 1 W., S. 2 E., T. 7 N. and running thence north a distance of 246 feet, more or less; thence S. 37° 36' E. a distance of 778 feet, more or less; thence S. 23° 05' E. a distance of 58 feet, more or less; thence West a distance of 170 feet, more or less; thence N. 37° 36' W. a distance of 550 feet, more or less, to the place of beginning, all in the S.W. 1/4 of Section 25, T. 3 N., R. 1 West, S. 2 E., T. 7 N.

Together with the rights to grantee, its successors and assigns, to place, erect, relocate, inspect and operate thereon poles, towers, cross-arms and fixtures, and to place and maintain such other appurtenances, useful or necessary to operate said line or lines, and string wires and cables, from time to time, across, through, under or over the above described premises, (however, as to the number of towers and poles to be placed upon said land hereunder, it is understood and agreed that only two towers shall be placed upon said land under this easement for the above consideration; but if at any time the grantee shall desire to erect and maintain additional towers or poles upon said land, it may do so under this easement by paying to the then owner of said land the further sum of \$12.50 for each tower so placed and maintained and the further sum of \$5.00 for each pole so placed and maintained, such payment to be made at the time such tower or pole is erected); also the right and privilege to cut and remove from said premises and on either side thereof, any timber, trees or overhanging branches, or other obstruction, which do or may endanger the safety, or interfere with the use of said poles or towers or fixtures or wires thereto attached, and the right of ingress and egress, to and over the above described premises for the purpose of repairing, removing and inspecting said poles, towers, fixtures wires and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any or all of said improvements upon, over, under or on said lands.

Together with all the rights, easements, privileges and appurtenances which may be required for the full enjoyment of the rights herein granted.

To Have and to Hold, the same unto the said Grantee, its

successors and assigns forever.

And the said grantors do for them selves their heirs, executors, and administrators, covenant with said grantee, its successors and assigns, that said Grantors are seized in fee simple of said premises and have a good right to sell and convey the rights herein granted, and the same are free from all mortgages, incumbrances or liens, and that said Grantors will for them selves and their heirs, executors, and administrators, warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

In Witness Whereof, the Grantors have hereunto set their hands and seals the 27<sup>th</sup> day of May, A. D. 1913.

Ira C. Steed  
Matilda Steed

State of Utah }  
County of Davis }<sup>ss</sup>

On this 28<sup>th</sup> day of May, A. D. 1913, before me, the undersigned, a Notary Public, within and for said County and State personally appeared Ira C. Steed and Matilda Steed, his wife, personally known to me to be signers of and the persons whose names are subscribed to the within and above instrument and duly acknowledged to me that they executed the same.

In Witness whereof I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.



Hephi Palmer  
Notary Public.

My Commission Aug. 20, 1913.

Recorded Aug 9, 1913, at 12<sup>40</sup> P.M. Abstracted 47,47

Blascoe  
County Recorder.

1446

### Right of Way Easement

John Walsh and Adella G. Walsh, his wife, of Davis County, State of Utah, Grantors, for One Dollar and other valuable considerations paid by Utah Power Company, a Maine Corporation, Grantee, receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to said Utah Power Company, its successors and assigns, an easement and right of way, and the right, privilege and authority to construct, erect, operate and maintain, as line or lines for the purpose of transmitting electric or other power, and telegraph and telephone lines, in, upon, along, over, through, across and under a piece of land 150 feet in width, situated in the County of Davis and State of Utah, and more particularly described as follows, to wit:

Beginning at a point 495 feet North and N. 37° 36' 26" W. a