

20856

1428

Right of Way Easement.

D/593

Federick Loomis and Fathers Coopers, his wife, of Davis County, State of Utah, (plaintiffs, for One Dollar, and other valuable considerations paid by Utah Power Company, a 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, a line or lines, for the purpose of transmitting electric & 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 20' 15" feet North of the S.W. corner of Sec. 23, T. 3 N., R. 1 W., S. 1. B. & M. and running thence North a distance of 246 feet more or less, thence S. $37^{\circ} 26' E.$, a distance of 123 feet more or less, thence West a distance of 189 feet more or less, thence N. $37^{\circ} 26' W.$ a distance of 913 feet more or less to the place of beginning, all in the N.W. 1/4 of the S.W. 1/4 of Sec. 23, T. 3 N., R. 1 W., S. 1. B. & M.

Together with the rights to grantee, its successors and assigns to place, erect, relocate, inspect and operate thereon poles, towers, crossarms 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 or over the above described premises; (however, until the number of towers or poles to be placed upon said land hereunder, it is understood and agreed that only four 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 paying to the then owners of said land the further sum of price of future towers to be agreed on hereafter, for each tower so placed and maintained and the further sum of price of poles to be agreed on hereafter, 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 obstructions which do or may endanger the safety or interfere with the

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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, renewing 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 and/or under 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 themselves their heirs, executors and administrators, warrant unto said Grantee, its successors and assigns, that said Grantors are lawfully 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 themselves 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 23 day of May, A.D. 1913.

Fredrick Coombs

Esther Coombs. X.

State of Utah } ss.
County of Davis

On the 23rd day of May, A.D. 1913, before me, the undersigned a Notary Public within and for said County and State personally appeared Fredrick Coombs and Esther Coombs, 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 seal
Seal the day and year in this certificate above written.

Nephi Palmer

Notary Public.

My commission expires Aug 30, 1913

Recorded Aug 7. 1913 at 10:05 P.M.

Abstracted 8/24/

Blanche Lewis,
County Recorder