

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 28th day of June, A.D. 1913.

John W. Gailey.

Melissa L. Gailey.

State of Utah } ss.  
County of Davis.

(On this 1st day of July, A.D. 1913, before me, the undersigned, a Notary Public within and for said County and State personally appeared John W. Gailey and Melissa L. Gailey 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.

Seal Nephi Palmer

Notary Public.

My commission expires Aug. 20, 1913.

Recorded Aug. 9, 1913 at 11:25 A.M.

Abstracted 8/24/2

Blanche Lewis

County Recorder.

20849

1420

### Right of Way Easement.

William H. Rousche and Rachel P. Rousche, 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, 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 1300 feet South 369 feet West from the quarter section corner between Sections 4 and 9, in Township 3 North, Range 1 West, S. L. T. & M., and running

thence South  $37^{\circ}36'$  East a distance of 190 feet, more or less,  
thence North  $70^{\circ}36'$  East a distance of 2816 feet, more or less,  
North  $37^{\circ}36'$  West a distance of 162 feet, more or less, thence  
place of beginning, all in the West half of the North West  
quarter, the South east quarter of the Northwest quarter,  
the North east quarter of the Southwest quarter and the  
North west quarter of the South east quarter of Section 9,  
Township 3 North, Range one West. - S. & T. 27-27

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 here-  
under, it is understood and agreed that only  
nine (9) towers shall be placed upon said land  
under this easement for the above consideration; but  
if at anytime 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  
\$65.00 for each tower so placed and maintained  
and the further sum of \$15.00 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, 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, under or  
on said lands.

Together with all the rights, easements, privileges and

appurtenances which may be required for the full  
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, covenant with said Grantee,  
its successors and assigns, that said Grantors are lawfully  
engaged 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 6th day of June, A.D. 1913

Wm H. Rousche

Rachel P. Rousche

State of Utah } ss.  
County of Davis

On this 13 day of June A.D. 1913, before me, the undersigned,  
a Notary Public within and for said County and State person-  
ally appeared Wm H. Rousche and Rachel P. Rousche, 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.

Seal David E. Layton  
Notary Public

My commission expires April 25, 1914.

Recorded Aug 9, 1913 at 11:30 A.M.

Abstracted 8/11/13

Blanche Lewis,  
County Recorder

20850 - 1432

Right of Way Easement.

Emma J. D. Strong, Widow of Davis County, State of Utah,  
for One Dollar and other valuable considerations paid by  
Utah Power Company a Maine corporation, Grantee, receipt  
of which is hereby acknowledged, hereby grants, bargains