

134-195

EASEMENT

Elijah Salisbury and Mary L. Fowkes Salisbury, his wife, of Nephi in the County of Juab, in the State of Utah, Grantors, for and in consideration of the sum of \$6.00 and No/100 Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, hereby convey and warrant to Telluride Power Company, a Delaware corporation, Grantee, and its successors and assigns forever, a perpetual easement and right-of-way to erect, use, maintain, and/or replace telephone and electric light and power transmission wires, cables, and/or other electrical conductors, and all such structures and fixtures as Grantee, or its successors or assigns, may deem suitable or necessary to support, contain, and/or protect the same, over, in, upon, and/or under the following described tract of land situated in Sec. 33, T.12 S. R.1 E. S.L.B. & M. Juab County, in the State of Utah, to wit:

Land: The NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and the NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$, of Sec. 33, T.12 S. R.1 E. S.L.B. & M. the said lines to be located along a center line described as follows, to-wit:

Line: Beg. 12 ft. W. from SE. corner of NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, of Sec. 33, T.12 S. R.1 E. S.L.B. & M.. Thence running North 1320 ft.

And the said Grantors, for themselves and their heirs, personal representatives, successors, and assigns, do hereby covenant and agree to and with Grantee, and its successors and assigns forever, that no building, structure, appliance, or equipment shall ever be erected, maintained, or suffered to exist on the above described tract of land now owned by Grantors which will in any wise conflict or interfere with the permitted use of the easement hereby created, or which will approach close enough to any of the structures or conductors placed on the land subject to the easement and right-of-way hereby granted to violate any provision of any safety rules then in force pursuant to action of the Public Service Commission of Utah or any other authorized governmental authority or which would create a situation contrary to sound and approved engineering practice; and that the said Grantee, and its successors and assigns, shall have all rights of ingress and egress over the above described land reasonably necessary to the enjoyment of the rights hereby granted.

WITNESS the hand and seal of the said Grantor this 4 day of Feb, A. D. 1947.

Elijah Salisbury (Seal)

Mary L Salisbury (Seal)

STATE OF _____ }
 } SS.
COUNTY OF _____ }

On this 10th day of February, A.D. 1947, personally appeared before me Elijah Salisbury and Mary L. Fowkes Salisbury, his wife, known to me to be the signers of the foregoing instrument, who duly acknowledged to me that he had executed the same.

(Notarial Seal)

John L. Kendall
Notary Public.

Residing in Notary Public, Residing at Nephi, Utah

My Commission Expires July 29, 1949

My Commission expires: _____

No. 75833 Recorded at the request of M. S. Ingram June 14, 1947 at 11:45 A.M.

Lorraine L. Cook
County Recorder

EASEMENT

Sarah Jane Sells Vickers and _____, his wife, of _____ in the County of Juab, in the State of Utah, Grantors, for and in consideration of the sum of _____ Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, hereby convey and warrant to Telluride Power Company, a Delaware corporation, Grantee, and its successors and assigns forever, a perpetual easement and right-of-way to erect, use, maintain, and/or replace telephone and electric light and power transmission wires, cables, and/or other electrical conductors, and all such structures and fixtures as Grantee or its successors or assigns, may deem suitable or necessary to support, contain, and/or protect the same, over, in, upon, and/or under the following described tract of land situated in _____, in Juab County, in the State of Utah to wit:

Land: Beg. 68 rods 6 links S. of NW corner of Sw. $\frac{1}{4}$, of Sec. 33, T.12 S. R.1 E. S.L.B.&M.. Thence running E. 23 rods 15 links, S. 11 rods; W. 22 rods 15 links; N. 11 rods to beg.. the said lines to be located along a center line described as follows, to-wit:

Line: Beg. 4 ft. N. of SW. corner of NW $\frac{1}{4}$ of SW $\frac{1}{4}$, of Sec. 33 T.12 S. R.1 E. S.L.B.&M.. Thence running East 391 ft..

along beg. 29 ft. N. from said corner. Thence running E. 391 ft.

And the said Grantors, for themselves and their heirs, personal representatives, successors, and assigns, do hereby covenant and agree to and with Grantee, and its successors and assigns forever, that no building, structure, appliance, or equipment shall ever be erected, maintained, or suffered to exist on the above described tract of land now owned by Grantors which will in any wise conflict or interfere with the permitted use of the easement hereby created, or which will approach close enough to any of the structures or conductors placed on the land subject to the easement and right-of-way hereby granted to violate any provision of any safety rules then in force pursuant to action of the Public Service Commission of Utah or any other authorized government authority or which would create a situation contrary to sound and approved engineering practice; and that the said Grantee, and its successors and assigns, shall have all rights of ingress and egress over the above described land reasonably necessary to the enjoyment of the rights hereby granted.

"For Deed referring to these Easements see Book 198 page 16."