

This indenture, made the 21st day of July, A. D. 1922, between P.O. Silvagni and Concetta Silvagni, his wife, of Price, Carbon County, state of Utah, hereinafter called grantors and M. P. Bergera and Frank Grosso, of the same place, hereinafter called the grantees,

Witnesseth:

In consideration of the sum of five hundred dollars (\$500.00) paid by the said grantees, the receipt whereof is hereby acknowledged, the grantors do hereby grant, bargain, sell, and convey unto said grantees, their heirs, executors, administrators and assigns, forever, a right of way in and over that certain strip of land, situate, lying and being in Price, Carbon county, state of Utah, as follows:

Beginning at a point 115 feet and 8 inches South of the Northwest corner of Lot 3, Block 27 Price Townsite Survey, and running thence East 80 feet, thence North 1 foot and 2 inches, thence East $134\frac{1}{2}$ feet, thence South 10 feet, thence West $214\frac{1}{2}$ feet, thence North 8 feet and 10 inches, more or less, to the place of beginning.

Also a right of way, to be used in common by the parties hereto, to the following described tract of land, to wit:-

Beginning at a point $94\frac{1}{2}$ feet South and 72 feet East of the Northwest corner of said Lot 3, Block 27, Price Townsite Survey, and running thence East 8 feet, thence South 20 feet, thence West 8 feet, thence North 20 feet to place of beginning,

Said first right of way and the use thereof is hereby granted upon the following conditions;

First: said grantors reserve the right to build any superstructures over any of that portion extending only from the starting point east a distance of 72 feet, which shall not be less than 12 feet above the surface of the ground over said right of way as it now exists, but shall build said structures in such a way as not to interfere in any manner with the ingress and egress in and from the premises sought to be reached by the said right of way.

Second; Said right of way is given and granted to said grantees, their successors or assigns, for the use and enjoyment only of the hereinafter described premises and for no other lands or premises; or additions, buildings or structures located off said premises, and in the event that said grantees use or permits the use thereof of said right of way for any other premises than those hereinafter described, the said grantors shall have the right to end and terminate the use to the right of way herein granted, whether so used for any other premises than those herein described by the grantee herein, their heirs, successors or assigns, and the money herein paid by said grantees, to said grantors shall be retained, notwithstanding said grantors shall terminate the right to the use of the right of way herein granted, if said right of way shall be used for any premises other than those described as follows, to wit:

Beginning at a point 80 feet east of the Northwest corner of Lot 3, Block 27 Price Townsite Survey and running thence South $114\frac{1}{2}$ feet; thence East $134\frac{1}{2}$ feet, thence North $114\frac{1}{2}$ feet, thence West $134\frac{1}{2}$ feet to beginning.

first herein described to any person, persons or corporation whomesoever.

Witness the hands of said grantors this 21st day of July, 1922.

P.O. Silvagni

Concetta Silvagni

Signed in the presence of

J. W. Hammond

50 cent revenue stamp
cancelled.

State of Utah, County of Carbon, ss.

On the 21st day of July, A. D. 1921, personally appeared before me P.O. Silvagni, and Concetta Silvagni, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

J. W. Hammond

Notary Public.
Price, Utah

(SEAL)

My commission expires Jan-2-1926

Recorded July 22, 1922 at 11 A. M.

Jessie L. Sanford.
RECORDER.