

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. Hayton
Notary Public

My commission expires April 25, 1914.

Recorded Aug. 9, 1913 at 10:30 A.M.

Abstracted 9/26/13

Blanche Lewis,
County Recorder.

D-557
20338.

See Conveyance in
Book D of Deeds, District
Page 418.

See Supplemental Easement
Book 403 pg. 604, 605, 606.

202

Right of Way Easement.

John Flint and Martha Jane Flint, his wife, of Davis County, 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 741 feet west of the SE corner of section 24, T.4N., R.2W., S.2. Q.7M. and running thence West a distance of 187 feet more or less; thence S. 36° 41' W., a distance of 1055 feet more or less; thence East a distance of 187 feet more or less; thence S. 36° 41' E., a distance of 1055 feet more or less to the place of beginning, all in the S. 1/2 of the S.E. 1/4 of section 24, T.4N., R.2W., S.2. Q.7M.

Together with the rights to grantor, 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 fixed 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

by paying to the then owner of said land the further sum of \$20.00 for each tower so placed and maintained and the further sum of \$8.00 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 wires 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 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 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 23rd day of May, A.D. 1913.

John Flint
Martha Jane Flint

State of Utah)
County of Davis) ss.

In this 26th day of May A.D. 1913, before me, the undersigned, a Notary Public within and for said County and State personally appeared John Flint and Martha Jane Flint, 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.
E. E. Talmer.

Original recorded Dec. 20, 1913.

Recorded Dec. 2, 1913, at 10:25 A.M. Abstracted 9142

Bianche Lewis,
County Recorder.

1486

Right of way Easement.

L. J. Burnham, (a widower, of Woods Cross Davis County, State of Utah, Grantor, 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, sells and conveys 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 or 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 north a distance of 844 feet and N. 28 deg. 8 min. E., a distance of 2768 feet from the S.W. corner of Sec. 34, T. 2 N., R. 1 W., S. 1 E. T. 7 M. and running thence east a distance of 170 feet more or less; thence N. 28 deg. 8 min. E., a distance of 987 feet, more or less; thence west a distance of 170 feet more or less; thence S. 28 deg. 8 min. W.; a distance of 987 feet more or less to the place of beginning; all in the E 1/2 N. W. 1/4, Sec. 34, T. 2 N., R. 1 W., S. 1 E. T. 7 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 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 4 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 \$25.00 for each tower so placed and maintained and the further sum per pole to be agreed on hereafter of \$ -- 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 over hanging branches, or other obstructions, which do or may endanger

See Conveyance in
Book B of Deeds, Cases etc.
Page 448.

See Supplemental Easement
Book 402 PG 591, 592