

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 does for themselves their heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that said Grantors have 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 23rd day of May, A. D., 1913.

John Flint
Martha Jane Flint

State of Utah }
County of Davis } ss

On 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.

(Seal) Nephi Palmer
Notary Public.

My commission expires Aug. 20, 1913.

Recorded Aug. 8, 1913 at 5:15 P.M.

Abstracted, 9/28

Blanche Davis
County Recorder.

D-2; 4/517
20817

20817.

1428.

Right of Way Easement.

John A. Webster and Fannie Webster, his wife, of Davis County, State of Utah, Grantors for One Dollar and other valuable considerations paid by Utah Power Company, a man...

Book 402 pg 641.
8-8-1913

See Conveyance in
Book 2 of Linn's & Sears et
Book 448.

Beginning at a point 123 feet North of the center of Section 5, T. 37 N., R. 1 W., S. 4 B. 7 M.,
and running thence North a distance of 201 feet more or less, thence S. 36° 41' E. a distance of 1632 feet
more or less, thence N. 36° 41' W. a distance of 329 feet more or less, thence S. 36° 41' E. a distance of 201 feet
more or less, thence N. 36° 41' W. a distance of 1632 feet more or less, thence S. 36° 41' E. a distance of 1750
feet more or less, to the place of beginning. All in the NW 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4
of Sec. 5, T. 37 N., R. 1 W., S. 4 B. 7 M.

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 160 feet in width, situated in the County of Davis, and State of Utah, and more particularly described as follows, to wit:

(Also, Beginning at a point 1516 feet East and S. 36° 41' E. a distance of 1632 feet from the N.W. corner of Sec. 5: Tp. 3 N., R. 1 W., S. 4 B. 7 M. and running thence East a distance of 152 feet more or less, thence South a distance of 201 feet more or less, thence N. 36° 41' W. a distance of 329 feet more or less to the place of beginning all in the SE 1/4 of the NW 1/4 of Sec. 5: Tp. 3 N., R. 1 W., S. 4 B. 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 number of towers and poles to be placed upon said land hereunder, it is understood and agreed that only six 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 owners of said land the further sum of \$40.00 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 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 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 does for themselves - their heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that said Grantors have lawfully seized in fee simple of said premises and has 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 hand and seals the 23rd day of May, A.D. 1913.

John A. Webster
marks
Fannie + Webster

State of Utah } ss.
County of Davis }

On 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 A. Webster and Fannie Webster, 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



Nephi Palmer
Notary Public.

My commission expires Aug. 20, 1913.

Recorded Aug. 8, 1913 at 5:25 P.M.

Abstracted 10/26/142-22

Blanche Lewis
County Recorder.