

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 themselves, their heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that said Grantors 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 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. Rouseche.

Rachel R. Rouseche.

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 personally appeared Wm H. Rouseche and Rachel R. Rouseche, 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 C. Layton  
Notary Public.

My commission expires April 25, 1914.

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

Abstracted. 8/11/93-12

Blanche Lewis,

County Recorder.

1432 D-L-580

850  
expenses in  
writing, etc.  
etc.  
surface, etc.  
etc.  
etc.

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,

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 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 1320 feet South of the NW corner of section 15, T. 37N., R. 1 West, S.L. B. & M. and running thence East a distance of 83 feet more or less; thence S.  $37^{\circ}36'$  East a distance of 861 feet more or less, thence S.  $84^{\circ}51'$  West, a distance of 180 feet more or less; thence N.  $37^{\circ}36'$  West, a distance of 895 feet more or less; thence East a distance of 106 feet more or less to the place of beginning, all in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 15 and the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of section 16, T. 37N., R. 1 West, S.L. B. & 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 two 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 \$15.00 for each tower so placed and maintained and the further sum of \$5.00 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 grantor does for herself and her heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that said Grantor is 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, encumbrances or liens, and that said Grantor will for her self and her 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 whatsoever.

In Witness Whereof, the Grantor has hereunto set her hand and seal the 3<sup>rd</sup> day of June, A.D. 1913

Emma J. D. Strong.

State of Utah } ss.  
County of Davis }

On this 4<sup>th</sup> day of June, A.D. 1913, before me, the undersigned, a Notary Public within and for said County and State personally appeared Emma J. D. Strong, a widow, personally known to me to be the signer of and the person whose name is subscribed to the within and above instrument and duly acknowledged to me that she executed the same.

I'm 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. 30, 1913

Recorded Aug. 9, 1913 at 11:35 A.M.

Abraham Goss

Clanche Lewis,  
County Recorder