

15286c

Right of Way Easement

1775.

J. D. Call and Lula B. Call his wife and B. C. Call and Louie B. Call, his wife, and W. A. Call by J. D. Call his attorney in fact of Box Elder 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 grant, bargains, 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 Box Elder and State of Utah, and more particularly described as follows, to wit:

Beginning at a point 630 feet more or less, East of the center of Section 4, Tp. 9 North Range 2 West, S.L.B.&.M., thence running East a distance of 158 feet more or less; thence South 9 deg. 10 min. East a distance of 2637 feet, more or less; thence West a distance of 158 feet more or less; thence North 9 deg. 10 min. West, a distance of 2637 feet, more or less to the place of beginning, all in the W. 1/2 S. E. 1/4 Section 4, Tp. 9 North, Range 2 West, S.L.B.&.M. Grantors reserve the right to farm the land under said towers and only an easement is granted together with right of way provided <sup>damages</sup> are paid.

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 main-

*Copy of this (see H&B) (see S. M. 19-265) 187*  
*(See Bk. 34 589 492) (See Bk. 157 pg. 494)*

tain 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 Eight 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 \$50.00 for each tower so placed and maintained, and the further sum of \$50.00 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<sup>or towers</sup> 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 do for themselves their heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that said Grantors lawfully seized in fee simple of said premises and have a good right to sell and convey the rights herein granted and that said Grantor 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 seal the 18th day of April A. D. 1914.

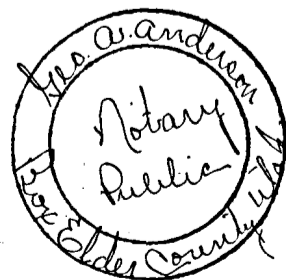
J. D. Call and Lula B. Call and W. A. Call  
by J. D. Call his attorney in fact.  
B. C. Call, Louie B. Call

State of Utah )  
 ) :ss  
County of Box Elder )

On this 18th day of April A. D. 1914 before me, the undersigned, a Notary Public within and for said County and State personally appeared J. D. Call and Lula B. Call his wife, and B. C. Call and Louie B. Call, his wife, and W. A. Call by J. D. Call his attorney in fact, personally known to me to be the signers of and the persons whose name 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.

Geo. A. Anderson  
Notary Public.



My commission expires Oct. 15th, 1917.

Filed for record and recorded May 15 A. D. 1914 at 9 a.m. in Book E of Misc. pages 415 & 416.  
Fee \$1.80. Abst'd book L of Sec. page 148.

Rose H. Neeley, Co. Recorder.

Rec. by Grace Kelley.