

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT WITHIN AND FOR

WEBER COUNTY, STATE OF UTAH.

In the Matter of the Estate :

of :

A F F I D A V I T.

David D. Williams, Deceased. :

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STATE OF UTAH )

County of Weber )

)  
ss

Mary Ann Morton, being first duly sworn upon her oath, deposes and says that she is the person named as mortgagee in a certain mortgage given by David D. Williams on the 15th day of March 1910, upon all of Lots Fifty-seven (57) and Fifty eight (58) in Block Two (2) in South Park Addition to Ogden City, Utah, and that she is erroneously named in said mortgage Mary Ann Martin, and that she is the same person who petitioned the above entitled court for the appointment of L. H. Carver, as administrator, in the above entitled estate, which petition for the appointment of the said L. H. Carver, as administrator, was based upon the fact that she, the said petitioner, was a creditor of said David D. Williams, deceased,

Mary Ann Morton

Subscribed and sworn to before me this 22nd day of January, 1914.

W. R. Skeen, Notary Public

W. R. Skeen, Notary Public .  
Weber County, Utah. Seal .  
My commission expires July .  
13, 1917 .

F I L E D for record and recorded January 23, A.D. 1914, at 11 o'clock A.M.

*Thomas B. McElroy County Recorder  
By C. S. Peterson Deputy*

1551.

RIGHT OF WAY EASEMENT.

Peter Perotti, unmarried, of Weber 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 or lines, a line 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 95 feet in width, situated in the County of Weber and State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 719 feet south and 290 feet West, from the center of Section 34, Township 7 North, Range 2 West, Salt Lake Base and Meridian, and running thence South a distance of 1326 feet more or less, thence West a distance of 95 feet more or less, thence North 1 degree Thirty Nine Minutes East a distance of 479 feet more or less, thence North 0 degrees, 18 minutes West, a distance of 847 feet, more or less, thence East a distance of 85 feet more or less to the place of beginning, all in the East one half (1/2) of the South west One-fourth (1/4) of Section 34, Township 7 North, Range 2 West, Salt Lake Base and Meridian.

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 three (3) 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 \$40.00 for each tower so placed and maintained and the further sum of \$15.00 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 grantor does for himself, his 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, incumbrances or liens, and that said Grantor will for himself and his 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 Grantor has hereunto set his hand and seal the Twenty second day of April A.D. 1913.

Peter Perotti

STATE OF UTAH )  
 ) ss  
County of Weber )

On this 5th day of May, A.D. 1913, before me, the undersigned a Notary Public within and for said County and State personally appeared Peter Prottie unmarried, 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 he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

.....  
John Maw, Notary Public ..  
Weber County, Utah. My commis-  
sion expires \_\_\_\_\_ Seal ..  
.....

John Maw, Notary Public

My commission expires May 9th, 1913.

F I L E D for record and recorded January 23, A.D. 1914, at 11:55 o'clock A.M.

WEKA

*Thomas E. McKey County Recorder*  
*by attestation & sign*