

Recorded Aug, 9, 1913 at 9:30 P.M.

Abstract 13163

Elsie Vance

County Recorder.

D-532

20826 1620

Right of Way Easement.

James W. Banford and Alice M. Banford, his wife, of Weber County, State of 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 760 feet West from the 1/4 section corner between section 22 and 27, T. 5 N., R. 2 West, S. 2. R. 4 M. and running thence West a distance of 150 feet more or less; thence S. 0° 08' West a distance of 1320 feet more or less; thence East a distance of 150 feet more or less; thence N. 0° 08' East a distance of 1320 feet more or less to the place of beginning all with the NE 1/4 of the NW 1/4 of section 27, T. 5 N., R. 2 West, S. 2. R. 4 M.

Together with the right 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 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 \$125.00 for each tower so placed and maintained and the further sum 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

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and privilege to cut and remove from said premises, and on either side thereof, any <sup>lines</sup> poles or cross-arms or cross-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 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.

It is further understood and agreed that the said grantee its successors or assigns shall pay to the said grantors their heirs or assigns, a reasonable sum on account of any loss or damage to person or property that may be sustained by said grantors their heirs or assigns from the negligence, default or misconduct of said grantee its successors or assigns or its or their agents or employees in the construction, operation or maintenance of said transmission system.

In Witness Whereof, the Grantors have hereunto set their hands and seals the 14th day of June, A.D. 1913.

James W. Banford  
Alice M. Banford

State of Utah } ss.  
County of Weber }

On this 25th day of June, A.D. 1913 before me the undersigned

a Notary Public within and for said County and State personally  
appeared James W. Bamford and Alice M. Bamford, his wife,  
personally known to me to be the signers of 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  
Notarual Seal the day and year in this certificate above written.

Chas. H. Barton,  
Notary Public

Seal

My commission expires July 2<sup>nd</sup> 1913.

Recorded Aug. 9. 1913, at 9:35 P.M.

Abstracted <sup>B/2</sup>

Blanche T. ...  
County Recorder.

20827

1588.

Right of Way Easement.

Elizabeth A. Mitchell a widow, of 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 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 292 feet East and S. 28° 8' W. w  
distance of 1261 feet from 1/4 Sec. Corners between Secs. 14 and 23,  
T. 27 North R. 1 W. S. L. B. 4 M. and running thence S. 4° 17' E a  
distance of 279 feet, more or less, thence S. 28° 8' W a distance of  
453 feet, more or less, thence West 170 feet, more or less, thence  
North 28° 8' E a distance of 1278 feet, more or less to the place of  
beginning, all in the E 1/2 of the T. 27 N. R. 1 W. West,  
S. L. B. 4 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  
into the number of towers and poles to be placed upon said

See Conveyance in  
Book N of Lina's Lease  
etc. Page 448.