

State of Utah }  
County of Davis } ss.

On this 19<sup>th</sup> day of Sept, 1911, before me Nephi Palmer a notary public in and for said county, personally appeared Josephine E. Rose, who acknowledged to me that she executed the foregoing instrument.

my Commission  
Expires Aug 20-1913



Nephi Palmer  
Notary Public.

Approved as to form and execution

P. S. Williams  
General Attorney

Recorded October 30-1911 at 11<sup>15</sup> A.M. Abstracted 1/8/11

Book D LTL pg 237

James L. Brown County Recorder

18396.

Agreement No 925 Davis Co.

Utah Light & Railway Company

This Agreement made and entered into this 19<sup>th</sup> day of Sept, 1911, by and between John Preece of Farmington Utah, party of the first part, and the Utah Light & Railway Company, a corporation of the State of Utah, party of the second part, witnesseth:

That whereas the party of the second part is about to construct an electrical transmission line from Salt Lake to Ogden, said line to be suspended on poles or structures of steel frame commonly called towers, and in the course of said installation desires to cross the premises of the party of the first part;

Now, Therefore, in consideration of the sum of Thirty & 00/100 (\$30.00) Dollars, in hand paid by the party of the second part to the party of the first part, receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements herein contained on the part of said Utah Light & Railway Company, agreeing by it on behalf of itself, its successors and assigns, to be well and truly kept and maintained, the party of the first part hereby grants to the party of the second part the right to construct, and thereafter maintain, on the N.E. 1/4 of S.E. 1/4 of Section 14, Township 3 N., Range 1 W., Salt Lake Base and meridians, being the premises of the party of the first part, two towers, for the support of, and an electrical transmission line upon the following particular location, to-wit:

See Book  
201-7 of Books  
page 201

Beginning at a point on the East boundary of grantor's land, which point is 1520 feet North, more or less, from the S.E. corner of said Section 14; thence N 50° 30' West, 420 feet to first tower; thence N 50° 30' West, 465 feet to second tower; thence N. 50° 30' West, 140 feet to North boundary of grantor's land.

Together with the right to enter upon said premises along the route or line of said transmission line for the purpose of erecting said towers and transmission line, and thereafter to enter upon said land when necessary for the purpose of maintaining and repairing the same.

upon Condition, however, that the party of the second part, its successors and assigns, shall pay to the party of the first part, his heirs, successors and assigns, any and all damages that may be at any time occasioned by the owner of said line, its agents or servants, to the growing crops or premises of the party of the first part, his successors or assigns, while engaged in construction, reconstruction, inspection or repairing of said towers or transmission line,

In witness whereof, the party of the first part has hereunto set his hand and seal and the party of the second part has caused this agreement to be executed by its officer thereunto duly authorized, the day and year first above written.

Approved

Joseph S. Wells

General Manager

John Preece

Utah Light & Railway Company,

By E. E. Abbott

Its Agt.

State of Utah }  
County of Davis } ss.

On this 19th day of Sept, 1911, before me Nephi Palmer a notary public in and for said county, personally appeared John Preece, who acknowledged to me that he executed the foregoing instrument.

my Commission

Expires Aug. 20-1913.

Approved as to form and execution

P. S. Williams

General Attorney



Nephi Palmer

Notary Public.

Recorded October 30-1911 at 11<sup>00</sup> A.M. Abstracted 10/358