

1137. Right of Way Easement

Sarah Clark Knautton (maiorid) of Davis County, State of Utah, Grantor, for One Dollar and other valuable consideration 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, on, 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 2075 ft. North and S. 37° 36' E. a distance of 413 ft. from the SW corner of section 25, T. 37 N., R. 1 W., S. 2. B. + M. and running thence East a distance of 184 ft. more or less; thence S. 37° 36' E. a distance of 412 ft. more or less; thence West a distance of 184 ft. more or less; thence N. 37° 36' W. a distance of 412 ft. more or less to the place of beginning, all in the W 1/4 of the SW 1/4 of section 25, T. 37 N., R. 1 W., S. 2. B. + M.

Also, Beginning at a point 2224 feet West and S. 37° 36' E. a distance of 447 feet from the N.E. corner of Sec. 22, T. 37 N., R. 1 W., S. 2. B. + M. and running thence South a distance of 246 feet more or less; thence S. 37° 36' E. a distance of 1536 feet more or less; thence East a distance of 184 feet more or less; thence N. 37° 36' W. a distance of 1846 feet more or less to the place of beginning, all in the N.E. 1/4 of Sec. 22, T. 37 N., R. 1 W., S. 2. 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 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 owners of said land the further sum of \$5.00 for each tower so placed and maintained and the further sum

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of \$100 for each pole so placed and maintained, such payment to be made at the time each tower or pole is erected; as to the right and privilege is cut and removed from said premises and on others like thereof, any timber, trees, or overhanging branches, or other obstructions which do or may endanger the safety or interfere with the use of said poles, 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 land -

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 herself, 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 herself 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 whomsoever.

In Witness Whereof, the Grantor has hereunto set her hand and seal the 21. day of May, A.D. 1913
State of Utah } ss.
County of Davis }

Sarah Clark Knoulton.

On this 23rd day of May, A.D. 1913, before me, the undersigned, a Notary Public within and for said County and State personally appeared Sarah Clark Knoulton, married, personally known to me to be the the signers of and the person whose name is subscribed to the within and above instrument and duly acknowledged to me that she executed the same.

In witness whereof I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

ss. Nephie Palmer
Notary Public

My commission expires Aug. 20, 1913

Recorded August 9, 1913 at 12⁰⁰ m. Abstracted 4/14/95
Blanche Lewis, County Recorder