

#287609

Agreement

897

7/15/11



This Agreement made and entered into this 29th day of July 1911, by and between John E. Dooly and Alfred W. McCune, of Salt Lake City, Salt Lake County, Utah, and the Chambers Estate, a corporation of the State of Missouri, parties of the first part, to the Utah Light & Railway Company, a corporation of the State of Utah, party of the second part, Witnesseth:

That, Whereas, the second party is about to construct an electric transmission line from Salt Lake City to Ogden, said line to be suspended on towers, and in course of said installation desires to cross the premises of the parties of the first part;

Now, Therefore, in consideration of the sum of Two Hundred and Fifty (\$250.) Dollars in hand paid by the party of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements herein contained on the part of the 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 parties of the first part hereby agree that they will grant to the party of the second part the right to construct, cross and thereafter maintain, on the E. 1/2 of S. E. 1/4 of Section 34, Township 1 North Range 1 West, Salt Lake Base and Meridian, being the premises of the parties of the first part, five towers, for the support of, and electrical transmission line upon the following particular location, to-wit:

Beginning at a point on the South Boundary of Grantor's land, which point is 235 feet West, more or less, from the S.E. corner of Section 34; thence North 30 feet to the first tower; thence North 600 feet to second tower; thence North 200 feet to third tower; thence North 530 feet to fourth tower; thence North 570 feet to fifth tower; thence North 410 feet to Northernly boundary of Grantor's land.

Together with the right to enter 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 parties of the first part, or the Lessee of said premises, their 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 parties of the first part, their successors or assigns, while engaged in construction, reconstruction, inspection or repairing of said towers or transmission line.

The Utah Light & Railway Company, party of the second part, hereby agrees that should it ever abandon the said premises to remove its wires, poles, towers and foundation of the said towers, within sixty days after the line is abandoned, and that all of the property granted by this agreement shall revert to the parties of the first part.

The parties of the first part execute this agreement, subject to a Permit granted the Rocky Mountain Bell Telephone Company to erect a Pole Line East and West across said premises, and also subject to a certain Lease of the said premises, executed by John E. Dooly, Agent, to Frank Mellen, on the third day of April 1911, which Lease expires on the 31st day of March 1916.

In Witness Whereof, Alfred W. McCune and John E. Dooly parties of the first part have hereunto set their hands and seals and the Chambers Estate has caused this Agreement to be executed by its officer thereunto duly authorized ~~and its corporate seal thereof affixed~~, and the party of the second part has caused this agreement to be executed by its officer thereunto duly authorized, all on the day and year first above written.

John E. Dooly
A. W. McCune by Joseph J. Wells, his Atty in fact
Chambers Estate by
George R. Chambers President

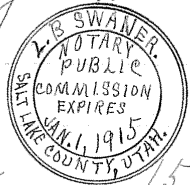
Utah Light & Railway Company
By L. E. Abbott Its Agent

It is further covenanted and agreed by the party of the second part, that the parties of the first part their heirs and assigns shall not be liable for any accident injury or damage resulting from the erection, maintenance or operation of said power line.

R. L. Williams, Vice Presd.

State of Utah)
County of Salt Lake) ss.

On the 3rd day of November, A. D. 1911, personally appeared before me L. E. Abbott, who, being by me duly sworn, did say that he is an Agent of the Utah Light & Railway Company, and that said instrument was signed in behalf of said corporation, and the said L. E. Abbott acknowledged to me that said corporation executed the same.



L. B. Swamer
Notary Public.

Recorded at Request of Utah Light & Ry. Co., Nov. 15th 1911, at 12:58 P.M. in "25" of Leases & Leases, Pages 184-5. Abstracted in "D6," page 102, lines 33-4. Recording fee paid \$1.90.
(Signed) F. J. A. Jaques, Recorder, Salt Lake County, Utah. By Mary C. Smith, Deputy.

#287633

In The District Court Of The Third Judicial District
Of The State Of Utah, County Of Salt Lake.

F. Steinberg,
Plaintiff,

vs.

George T. Brice,
Defendant.

Notice.

To The Recorder Of Salt Lake County, Utah:

You are hereby notified that the following described tracts of land situated in Salt Lake County, Utah, viz:

I.
The East $\frac{1}{2}$ of East $\frac{1}{2}$ of Northeast $\frac{1}{4}$ of Section 21, Township 1 South, Range 1 West, Salt Lake Meridian, containing 40 acres, and

II.
Beginning at the Southwest corner of Lot 1, Block 18, Plat "E", Salt Lake City Survey, and running thence East 45 feet more or less to a point 112 ft. west from the southeast corner of said lot, thence Northwesterly along the line parallel to the East line of said lot 68 ft.; thence East 112 ft. to the East line of said lot; thence Northwesterly along the East line of said lot to the Northeast corner thereof; thence West along the North line of said lot to the Northeast corner thereof; thence southeasterly along the Westerly line of said lot to the Southwest corner thereof; ~~and~~ the point of beginning, and standing out the Records of said County in the name of the above named defendant, are attached, by me, under and by virtue of a Writ of Attachment issued in the above entitled cause, a copy of which is hereto annexed.

I do Witness Whereof I have hereunto affixed my hand and seal this 15th day of November, 1911.

Joseph C. Sharp
Sheriff of Salt Lake County.

By Alex Buchanan for Deputy.

Copy
In The District Court Of The Third Judicial District
Of The State Of Utah, County Of Salt Lake.

F. Steinberg,
Plaintiff,

vs.

George T. Brice,
Defendant.

Writ of Attachment.