

This contract is hereby declared to be binding on the respective representatives of the parties hereto.

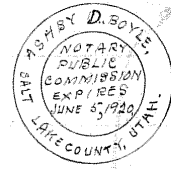
In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

H A Rich
Witness.

George b Whitman
Mrs Gina Whitman (seal) Party of the First Part.
Thomas W Whitman
Mrs Etna Whitman (seal) Party of the First Part.
Fred Mehner (seal) Party of the Second Part.

State Of Utah }
County Of Salt Lake }

ss. On the 21st day of September, A.D. 1916, personally appeared before me George b. Whitman, Gina Whitman, Thomas W. Whitman, Etna Whitman and Fred Mehner, the signers of the above instrument who duly acknowledged to me that they executed the same.



Ashby D. Boyle
Notary Public.

Recorded at Request of H. A. Rich Sep 22-1916 at 1:01 P. M. in Book "3-5" of Deeds & Leases Pages 273-4. Abstracted in "D-12" page 170 line 7. Recording fee paid \$ 1.75 (Signed) Geo. H. Staub Recorder, Salt Lake County, Utah. By R. M. Swan Deputy.

#366 395.

Right of Way Easement

J. 727

Utah Light and Traction Company

B. & M. Investment Company, a corporation with its offices in Salt Lake City and County, State of Utah, grantor, for one dollar paid by Utah Light and Traction Company, a Utah corporation, grantee, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to said Utah Light and Traction Company, grantee, its successors and assigns, an easement and right of way, and the right, privilege and authority to construct, erect, operate and maintain 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 twenty feet in width, situated in the County of Salt Lake and State of Utah, and more particularly described as follows, to-wit:

A strip of land, twenty (20) feet wide, beginning at a point 1094.15 feet South of the North quarter 1/4 corner of Section Three (3), Township One (1) South, Range One (1) West, S. L. B. & M., and running thence North 77° 19' East 1357.5 feet, more or less; thence South 20.5 feet; thence South 77° 19' West 1357.5 feet, more or less; ^{and} thence North 20.5 feet, to the place of beginning; and containing Sixty-two one-hundredths (62/100) of an acre. Only two towers, to be maintained where now located, shall be placed upon the above described property under the terms of this instrument.

Excepting from the above grant, and reserving to the grantor the right, at any and all times, to construct, use and maintain railroad tracks, or roadways for foot and vehicle traffic, upon, over and across the above described tract of land, such right, however, to be used in such manner as not to interfere with the ordinary use thereof by the grantee, for the purposes herein stated.

Together with the rights to grantee, its successors and assigns, to place, erect, relocate, inspect and operate thereon, towers, cross-arms and fixtures, and to place and maintain such other appurtenances, useful or necessary to operate said line, and string wires and cables from time to time, across, through, under or over the above described premises; 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 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 anytime any or all of said improvements upon, over, under or in said lands.

Together with all the rights, easements, privileges and appurtenances which may be required for the full enjoyment of the right herein granted.

To Have And To Hold the same unto the said grantee, its successors and assigns forever.

And the said grantor does, for itself, its successors and assigns, 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 and liens. ——— and that said grantor will for itself and its successors and assigns 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 its name and Corporate Seal, the 18th day of September, A. D. 1916.

Witness:
Deephia Stewart

Witness:
Deephia Stewart

State of Utah,
County of Salt Lake. } ss.

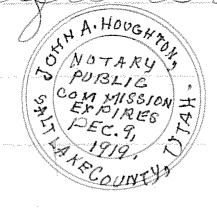
On the 18th day of September, A. D. 1916, personally appeared before me, R. E. McConaughy, who, being duly sworn, did say that he is the President of B. & M. Investment Company, and that the above instrument was signed in behalf of said corporation by authority of its by-laws, and said R. E. McConaughy acknowledged to me that said corporation executed the same.

In Witness Whereof, I have hereunto set my hand and Notarial seal the day and year in this certificate above written.

Approved as to form
& Execution
B. S.



B. & M. Investment Company
By R. E. McConaughy —
President.
Attest F. E. Losee.
Secretary.



John A. Houghton
Notary Public.

Recorded at request of W. Power & Light Co. Sep. 25, 1916, at 1:12 P.M. in "3-5" of L.S. 2. pages 244 & 245. Abstracted in "D-13" pg 4 line 27. Recording fee paid \$1.90. (Signed) Geo. H. Islaub, Recorder Salt Lake County, Utah. By W. W. Swans, Deputy.

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