

CACHE COUNTY, UTAH

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BLANK BOOK NUMBER 87, LOUIS

pay all loss or damage to person or property that may accrue to first party, their heirs or assigns from the negligence, default or misconduct of second party, its 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 22th day of April, A. D. 1913

Witnessed by James W. Christensen Agnes M. Christensen J. H. Maughan

State of Utah County of Cache

On this 22th day of April, A. D. 1913, before me the undersigned a Notary Public within and for said County and State personally appeared James W. Christensen and his wife Agnes M. Christensen personally known to me to be the signers of and 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 Notarial Seal the day and year in this certificate above written.



Willard P. Ballard Notary Public

My commission expires March 25th 1917

Filed for record May 26 A. D. 1913 at 9:34 - o'clock A. M.

(59822)

Right of Way Easement

George Lusk and Anna D. Lusk, his wife, of Cache County, State of Utah, grantors for Sixty Eight Dollars, paid by Utah Power & Light Company, a Maine Corporation, grantee, receipt of which is hereby acknowledged, hereby bargain, sell and convey to said Utah Power & Light Company, grantee its successors and assigns, on easement and right of way, and the right, privilege and authority to construct, erect, operate and maintain, at one or more 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 Cache and State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 2671 feet East and 2720's West, a distance of 131 feet from the N.W. corner of Section 12, T. 13 N., R. 2 West, S. 1. B. & M. and running thence S. 27° 20's West, a distance of 2865 feet more or less, thence East a distance of 62 feet more or less, thence N. 27° 20's East, a distance of 2422 feet more or less, thence North a distance of 227 feet more or less to the place of beginning, all in the E. 1/2 of the N.W. 1/4 and the S.W. 1/4 of the N.W. 1/4 of Section 12, T. 13 N., R. 2 West, S. 1. B. & M.

Together with the rights to grantee, its successors and assigns, to place, erect, relocate, inspect and operate telegraph 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 Two (2) 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 \$227.00 for each tower so placed and maintained and the further sum of \$16.50 for each pole so placed and maintained, such payment to be made at the time such tower or pole is erected; 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 obstructions, which do or may endanger the safety, or interfere with the use of said poles or towers or fixtures or wires there to 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 them selves 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.

In Witness Whereof, the Grantors have hereunto set their hands and seals the 15th day of April, A. D. 1913

George L. Cook
Anna D. Cook.

State of Utah
County of Garfield } ss.

W. A. CO., PRINTERS.

BLAKE BOOK MANUFACTURING CO., LOUIS

On this 22 day of April, A. D. 1913 before me, the undersigned a Notary Public within and for said County and State personally appeared George Looole and Anna D. Looole, his wife, personally known or known to be the signers of and 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 Notarial Seal the day and year in this certificate above written.



James B. Gardine
Notary Public

My commission expires February 7, 1917

Filed for record May 26, A. D. 1913 at 9:56 o'clock A. M.

(59824)

Right of Way Easement

David W. Christensen and Mary Christensen, his wife, of Bannock County, State of Idaho, grantors for Twenty five Dollars paid by Utah Power and Light Company, a Maine Corporation, grantee, receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to said Utah Power and Light Company, grantee, its successors and assigns, an easement and right of way, and the right, privilege and authority to construct, erect, operate and maintain, alone or in times 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 Cache and State of Utah, and more particularly described as follows, to-wit:

Seventy five (75) feet on each side of a line as may be drawn, approximately along and over the following described course:

Beginning at a point about 520 feet east from the South West corner of the North West Quarter of the South East Quarter of Section 14, Township 12 North Range 2 West Salt Lake Base Meridian and running thence North 27° 21' 31" East about 727 feet and further described as following the Steel Tower line or lines of the Utah Power and Light Company as surveyed and located over through and across said land.

Together with the rights to grantee, its successors and assigns to place, erect, elaborate, inspect and operate thereon poles, towers, cross arms 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 two towers shall be placed upon said land under this easement for the above consideration; but if at any time the grantee shall desire