

STATE OF UTAH X
COUNTY OF DAVIS I SS

On the 15th day of May, A. D. 1939 personally appeared before me James Rasmussen, a widower, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My commission expires:
February 3, 1941



Jos. L. Mabey
Notary Public
Residing at Clearfield, Utah

APPROVED AS TO
FORM AND EXECUTION
MC

APPROVED AS TO
DESCRIPTION
OGE
WBC

Recorded September 23rd, 1939 at 9:35 A. M.

Abstracted 5/1/78

M-214

Alice Hess County Recorder

No. 72089

UTAH POWER & LIGHT COMPANY
POLE LINE EASEMENT

39. Howard Shupe and Lottie Shupe his wife, Grantors, of Roy, Davis County, Utah, hereby convey and grant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One Dollar (\$1.00) and other valuable consideration an easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and no guy anchors 1 poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantors, in Davis County, Utah, along a line described as follows:

Beginning at fence on North boundary line of Grantor's land at a point 1948 feet North and 51 feet West, more or less, from the Southeast corner of Section 23, T. 5 N., R. 2 W., S.L.B. & M., thence running S. 0° 02' E. 180 feet, more or less, one foot West from and parallel to the West right of way line of State Highway No. 1, to fence on South boundary line of said land and being in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right, from time to time, to cut or trim any trees, vines, or branches on said premises which interfere with any such wires, cables, or attachments, upon condition that all such cutting or trimming shall be done in a proper manner and so as to cause no permanent injury to any such trees, vines, or branches.

The rights hereby granted are subject to the condition that should the said pole or attachments of the Grantee interfere with the erection of any buildings or permanent improvements which the owner of said premises may hereafter desire to erect or make thereon, the Grantee will, at its own expense, readjust its wires to avoid such interference or will relocate its pole and attachments in the running line above described, to some other possible point on the premises, to be designated by the Grantors.

WITNESS the hands of the Grantors, this 23rd day of May A. D. 1939.

Howard Shupe
Lottie Shupe

STATE OF UTAH X
COUNTY OF DAVIS X SS

On the 23rd day of May, A. D. 1939, personally appeared before me Howard Shupe and Lottie Shupe his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:
February 3, 1941



Jos. L. Mabey
Notary Public
Residing at Clearfield, Utah

APPROVED AS TO
FORM AND EXECUTION
MC

APPROVED AS TO
DESCRIPTION
OGE
WBC

Recorded September 23rd, 1939 at 9:36 A. M.

Abstracted 5/198.

Alice Hess

County Recorder

No. 72090

UTAH POWER & LIGHT COMPANY
POLE LINE EASEMENT

40. Walter G. Cooke and Mrs. Walter G. Cooke his wife, Grantors, of Roy, Weber County, Utah, hereby convey and grant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One Dollar (\$1.00) and other valuable consideration, an easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and no guy anchors 1 poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantors, in Davis County, Utah, along a line described as follows:

Beginning at fence on north boundary line of Grantor's land at a point 1773 feet North and 51 feet West, more or less, from the Southeast corner of Section 23, T. 5 N., R. 2 W., S.L.B. & M., thence running S. 0°02' E. 220.5 feet, one foot west from and parallel to the West right of way line of State Highway No. 1, to South boundary line of said land and being in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right, from time to time, to cut or trim any trees, vines, or branches on said premises which interfere with any such wires, cables, or attachments, upon condition that all such cutting or trimming shall be done in a proper manner and so as to cause no permanent injury to any such trees, vines or branches.

The rights hereby granted are subject to the condition that should the said pole or attachments of the Grantee interfere with the erection of any buildings or permanent improvements which the owner of said premises may hereafter desire to erect or make thereon, the Grantee will, at its own expense, readjust its wires to avoid such interference or will relocate its pole and attachments in the running line above described, to some other possible point on the premises, to be designated by the Grantors.

WITNESS the hands of the Grantors, this 23rd, day of May, A. D. 1939.

Walter G. Cooke
Mrs. Walter G. Cooke