

39. J.J. Messerly, ~~and~~  
his wife, Grantor, of 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 2 ~~tower~~ 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 Grantor, in Weber County, Utah, along a line described as follows:

Beginning on west boundary line of Grantor's land at a point 980 feet north and 982 feet east, more or less, from the west quarter corner of Section 20, T. 6 N., R. 1 W., S.L.B. & M., thence running S. 89°22' E. 38 feet, thence S. 89°14' E. 220 feet, more or less, one foot, more or less, south from and parallel to the south right of way fence of 12th Street Highway in Ogden City, Utah, to east boundary line of said land at west right of way fence of U.I.C.R.R.Co. and being in the SW 1/4 of the NW 1/4 of said Section 20.

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 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 Grantor.

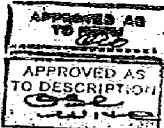
WITNESS the hand of the Grantor, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1945.

*J.J. Messerly*

STATE OF UTAH,  
COUNTY OF Weber ) SS

On the 9th day of July, A.D. 1945, personally appeared J.J. Messerly, and \_\_\_\_\_ the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires 3rd 3rdy 1946



Jos. G. Mabeey  
Notary Public  
Residing at Clearfield, Utah  
FILE 19653

76979

STATE OF UTAH  
COUNTY OF WEBER ) SS  
FILED AND RECORDED FOR

Utah Power & Light Co.  
JUL 1 3 06 PM '45  
BOOK 167 OF Leases  
PAGE 590  
DOROTHY B. CAMPBELL  
COUNTY RECORDER  
BY DEPUTY *[Signature]*

PLATED   
RECORDED   
COMPARED   
INDEXED   
PAGED

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Beginning on west boundary line of Grantor's land at a point 980 feet north and 982 feet east, more or less, from the west quarter corner of Section 20, T. 6 N., R. 1 W., S.L.B. & M., thence running S. 89°22' E. 38 feet, thence S. 89°14' E. 220 feet, more or less, one foot, more or less, south from and parallel to the south right of way fence of 12th Street Highway in Ogden City, Utah, to east boundary line of said land at west right of way fence of U.I.C.R.R.Co. and being in the SW 1/4 of the NW 1/4 of said Section 20.

Together with all rights of ingress and egress necessary and 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 the 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 so as to cause no permanent injury to any such trees, vines or branches.

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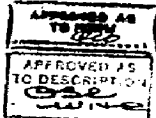
WITNESS the hand of the Grantor, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1940.

*J. J. Messerly*

STATE OF UTAH,  
COUNTY OF Weber, SS



On the 9th day of \_\_\_\_\_, A.D. 19\_\_\_\_, personally appeared J. J. Messerly, and \_\_\_\_\_ the signers of the foregoing instrument, who duly acknowledged to me they executed the same.



*J. J. Messerly*  
Notary Public  
Residing at \_\_\_\_\_  
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