

HOOBEE
S-4

936709

\$10.00

Received of **AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING**

Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 32, the West 240 rods of Section 34 and the Southwest quarter of Section 32, Township 1 North, Range 2 West.

of S. L. B. & M., County of Salt Lake, and State of Utah, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clean and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems, and to replace or pay for broken or damaged drain tile. The location of said strip shall be as described in the right of way instrument executed by The Bothwell Corporation, covering the above lands and other lands, bearing this same date.

Signed and sealed this 13th day of July, 1942, at Salt Lake City, Utah.

Witness: *Elain Richardson*

James A. Bothwell (Seal)
James E. Bothwell (Seal)
James E. Bothwell (Seal)
James E. Bothwell (Seal)

STATE OF UTAH
COUNTY OF SALT LAKE
On this 13th day of July, A. D. 1942, persons whose names are subscribed below, do hereby acknowledge to me that they have read and understood the foregoing instrument and acknowledged to me that they are willingly executing the same as their true acts and intentions, and my notarial seal.

Elain Richardson *E. J. Bothwell*

My commission expires Dec 16, 1942

STATE OF UTAH
COUNTY OF SALT LAKE
NOTARY PUBLIC RESIDING IN SALT LAKE CITY
H. C. HOGUE, Notary Public, No. 177, State of Utah
My commission expires Dec 16, 1942

Book 321, Ch. 142, pg. 142
D26 D26 D16
142 145 107
9 3 30

Fee 120 *Elain Richardson* *E. J. Bothwell*
17.30

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Received of **AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING**

Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 35, Township 1 North, Range 2 West.

of S. L. B. & M., County of Salt Lake, and State of Utah, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clean and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems. The location of said strip shall be as described in the right of way instrument executed by The Bothwell Corporation, covering the above lands and other lands, bearing this same date.

Signed and sealed this 13th day of July, 1942, at Salt Lake City, Utah.

Witness: *Elain Richardson*

James A. Bothwell (Seal)
James E. Bothwell (Seal)
James E. Bothwell (Seal)
James E. Bothwell (Seal)

Partners doing business under the name and style of J. A. BOTHWELL & COMPANY.