

679 W. 160 0001

OGDEN MILLING and ELEVATOR COMPANY, a Corporation, Ogden, Weber County, Utah, grantor, for One Dollar and other valuable consideration, paid by the Utah Power and Light Company, a corporation, grantee, hereby grants to said Company, its successors and assigns, the right to erect, operate and maintain electric power transmission and telephone circuits and appurtenances, attached to a single line of poles or other supports and necessary fixtures, on and over the following tract of land in Weber County, Utah, to-wit:

Beginning at a point 313.5 feet North, along the East line of Washington Avenue and 397.5 feet East and South 26° 9' West 12 feet from Southwest corner of Lot Six (6) Block Sixty six (66) Plat "C" Ogden City Survey; running thence North 72° 40' East 350 feet; thence North 47° 37' East 250 feet; thence North 51° 52' East 1100 feet, extending from the Ogden Rapid Transit Company's property to the Bamberger Right-of-way in the direction above outlined.

IN WITNESS WHEREOF, grantor has hereunto subscribed its name this 17th day of November A.D. 1913.

Ogden Milling & Elevator Company
By Jas. Mack, President
H. M. Mack, Sec.

.....
Ogden Milling & Elevator Company.
Incorporated 1888.
.....

STATE OF UTAH)
County of Weber)^{ss}

On this 8th day of Janu. A.D. 1914, personally appeared before me, the undersigned, a duly qualified and acting Notary Public, in and for said County, and State, James Mack, President, and H. M. Mack, Sec., the signers of the above instrument, who duly acknowledged to me that they executed the same for and on behalf of the corporation.

..... James Pingree, Notary Public
James Pingree, Notary Public. Seal. Weber County. My commission expires _____
Utah. My commission expires Dec. 4, 1915
.....

F I L E D for record and recorded January 2, A.D. 1914, at 12:17 o'clock P.M.

BmeK.

Thomas E. McKay County Recorder

RIGHT OF WAY EASEMENT.

James Martin, Jr. and Pearl Martin, his wife, of Weber County, State of Utah, Grantor, for One Dollar and other valuable considerations paid by Utah Power Company a Maine Corporation, Grantee, receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to said Utah Power Company, its successors and assigns, an easement and right of way, and the right, privilege and authority to construct, erect, operate and maintain, a line or lines 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 105 feet in width, situated in the County of Weber and State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 719 feet South and 430 feet West of the center of Section 34, Township 7 North, Range 2 West, Salt Lake Base and Meridian, and running thence South a distance of 1326 feet more or less, thence East a distance of 105 feet more or less; thence North 1° 39' East a distance of 480 feet more or less; thence North 0° 18' West a

distance of 846 feet more or less; thence West a distance of 105 feet more or less to the place of beginning. All in the East half of the Southwest Quarter of Section 34, Township 7 North, Range 2 West, Salt Lake Base and Meridian.

This Easement is given to correct Easement recorded in Book H- Leases, etc, page 525. Together with the rights to grantee, its successors and assigns, to place, erect, relocate, inspect and operate thereon 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 three 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 \$40.00 for each tower so placed and maintained and the further sum of \$15.00 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 obstruction, which do or may endanger the safety, or interfere with the use of said poles or towers or fixtures or wires thereto attached, and the right of ingress and egress, to and from 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 hereingranted; 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 themselves & 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 27 day of Dec. A.D. 1913.

James Martin, Jr.

Pearl Martin

STATE OF UTAH)
) ss
County of Weber)

On this 27 day of Dec. A.D. 1913, before me, the undersigned, a Notary Public within and for said County and State personally appeared James Martin Jr. and wife Pearl Martin, personally known to me to be the signers of and the persons whose names _____ 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.

C. V. Zinn, Notary Public

.....
C. V. Zinn, Notary Public
Weber County, Utah. Industry
1847

My commission expires May 15, 1917.

FILED for record and recorded January 2, A.D. 1914, at 12:20 o'clock P.M.

B.M.C.K.

Thomas E. McKay County Recorder.

L E A S E .

H. C. Wardleigh, Lessor, of Ogden City, Weber County, State of Utah, hereby leases to Sanford Harrop and C. Aadneson, Lessees, of Ogden City, Weber County, State of Utah, for the considerations and covenants hereinafter set out, the following described premises in Ogden City, Weber County, Utah:

All of the first floor and entire basement of that certain two story brick building, situate on the east side of Washington Avenue, between Twenty-third and Twenty-fourth Streets, in Ogden City, Weber County, State of Utah, and known and designated as No. 2376 Washington Avenue. Together with all plumbing and electric light or other fixtures now situate upon said premises.

To Have and to Hold unto said Lessees from the 15th day of October, A.D. 1912 until the 15th day of October, A.D. 1917, with the first right and privilege to lease said premises for a further period of five years.

And said Lessees, in consideration of the leasing of the premises aforesaid by the said Lessor, to them, covenant to pay as rent for the said premises the sum of \$100.00 per month, monthly in advance, upon the 15th day of each month, for each and every month during said term.

And the said Lessees hereby covenant as follows:

1. That at the expiration of the time in this lease mentioned they will yield and deliver up the said remised premises to the Lessor in as good order and condition as when the same were entered upon by said Lessees, reasonable use and wear thereof and damage by the elements excepted.

2. That neither they nor their legal representatives will let or underlet said premises, or any part thereof, or assign this lease, without the written assent of the Lessor first had and obtained thereto.

3. That if the rent above reserved, or any part thereof, shall be unpaid on the day whereon the same is due and payable, or for five (5) days thereafter, or if default shall be made in any of the covenants herein contained, to be kept by the said Lessees, it shall and may be lawful for the said Lessor, his heirs, executors, administrators, or assigns, the said remised premises, and every and any part thereof, either with or without legal process, and without giving notice to quit, to re-enter and the same again to repossess and enjoy as in his first and former state.

4. To pay and discharge all costs and attorney's fees and expenses that may arise from enforcing the covenants of this indenture by the said Lessor.

WITNESS the hands of the said Lessor and Lessees this 7th day of October A.D. 1912.

Signed in the presence of
David Jenson

H. C. Wardleigh, Lessor
Sanford Harrop
C. A. Aadneson, Lessees.

STATE OF UTAH)
County of Weber) SS

On this 7th day of October A.D. 1912, personally appeared before me H. C. Wardleigh, and Sanford Harrop and C. Aadneson, the signers of the above