

Entry No.42316

G.E.WELSH, Division Attorney

\$1.50

APPROVED: E.F.Krause, Ass't Division  
Attorney.

RECEIVED OF THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

One-and-50/100 Dollars, in consideration of which we hereby grant and convey unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, a perpetual right of way and easement to construct, reconstruct, operate and maintain lines of telephone and telegraph, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantor may from time to time require, upon, across, over and/or under the property which we own or in which we have any interest in the Twp 2 N of R 5 E, County of Summit and State of Utah

Begin in Section 8

and upon, along and/or under the roads, streets or highways adjoining the said property, with the right to trim from time to time any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attachment of and/or carry in conduit wires and cables of any other company and with the further right to cut down and keep cut down all trees, limbs of trees and undergrowth within 50 feet of said line. The grantor for himself, his heirs, executors, administrators and assigns hereby covenants that no inflammable structure will be erected or permitted on said property within 50 feet of said lines. Said sum being received in full payment for the rights herein granted.

WITNESS our hands and seals this 19th day of August A.D. 1930, at Coalville, Utah.

Witness:

J.R. Connell

D.L.Bishop

State of Utah )

d/b as Coalville Motor Co.

County of Salt Lake, )  
:ss.

On this 23 day of August A.D. 1930, before me personally appeared J.R. Connell personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposes and says that he resides in Salt Lake City, County of Salt Lake, and State of Utah; that he was present and saw H. L. Bishop personally known to him to be the signor of the above instrument as party thereto, sign and deliver the same, and heard him acknowledge that he executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto, at the request of the said H.L.Bishop.

Ella Gribble, Notary Public in and  
for the County of Salt Lake.

Recorded at the request of American Tel. & Telegraph Company Sept. 11th, A.D. 1930 at  
2: o'clock P.M.

Viola Zumbrunnen, County Recorder.

Entry No.45327

## LEASE

THIS LEASE made this 18th day of August 1930, by and between Coalville Copp.(Geo. Bears, Mgr.) of Coalville, Utah, First Party (hereinafter called "Lessor", whether one or more), and CONTINENTAL OIL COMPANY, a Delaware corporation, Second Party, (hereinafter called "Lessee").

WITNESSETH: That in consideration of the agreements of the Lessee herein contained, the Lessor hereby leases to the Lessee the following described premises situated in the County of Summit in the State of Utah, to-wit:

Lot 3, Block 80, Plat B Coalville City Survey.

together with all improvements, fixtures, machinery and equipment thereon or connected therewith, the same being now owned and operated by the Lessor as a gasoline service station, from the 18th day of August 1930, to the 18th day of August 1931, subject to termination as hereinafter provided, Lessee to pay therefor as rental for each month an amount equal to one cent for each gallon of gasoline sold during such month at said premises by the Lessee or its agents or assigns. Payments of said rental are to be made on or before the 15th day of the month following the month in which the rental is earned. Lessee shall keep such books and records as will accurately show the number of gallons of gasoline sold at the demised premises and will permit the Lessor to examine and inspect such books and records at any time and from time to time, when the Lessor desires so to do.

For the same consideration the Lessor AGREES:

1. That while this lease is in force he will pay all general and special taxes and assessments and any water, light, power or heat, taxes, assessments or expenses which may be levied and assessed against said premises or property owned by him located thereon, and will keep said premises at all times in good repair. Should Lessor fail to pay any such taxes, assessments or expenses when due and payable, Lessee may pay the same and charge the same to the Lessor and may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.