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Recorded AUG 1 1952 at 1000 a m.
 Request of Maulings & Wallace
 Fee Paid. Hazel Teggart Ch...
 Recorder, Salt Lake County, Utah
 \$ 4.30 By C. A. Schmitt Deputy
 Book 794 Page 457 Rec.
 530 Judge Dady

AM FM KODY-TV

INTERMOUNTAIN BROADCASTING AND TELEVISION CORPORATION

UTAH'S NBC AFFILIATE

143 SOUTH MAIN
SALT LAKE CITY, UTAH

July 18, 1952

Mr. William Parley Spratling
 Box 659, RFD #1
 West Jordan, Utah

Dear Mr. Spratling:

We have now decided to exercise the "option" of lease which was executed by you and your wife, Amelia Daisy Spratling, on July 11, 1952. We are starting to prepare the top of the mountain for the installation of television equipment. In exercising this "option" we are enclosing herewith our check for \$500.00 in payment of the first years rent from July 18, 1952 to and including July 18, 1953.

Mr. Wallace informed me that you want to apportion the yearly rental of \$500.00 partially to apply on the partial of ground 125 ft. by 125 ft. to be used for a garage or storage space and balance on the other property and right-of-way covered by the lease. This apportionment may be made by you at anytime and if you will inform me as to how you wish it apportioned, I will give you a letter approving same or we can change it in the "option" agreement. It is my understanding that, we now having exercised the "option" agreement, that the "option" will operate as a lease and that hereafter we will pay you \$500.00 a year for the balance of the terms of said lease.

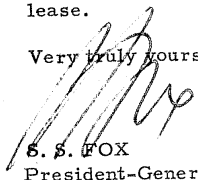
I am enclosing a check for \$500.00 also your copy of the "Option" together with your copy of the "Grant of Easement and Right-of-Way". Kindly receipt for the check and papers on the carbon copy of this letter and the receipt will operate not only as receipt

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Mr. William Parley Spratling
Box 659, RFD #1
West Jordan, Utah


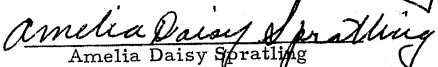
for the check and papers but will also show your approval
for the terms of the "option" agreement to operate as a
lease.

Very truly yours,


S. S. FOX
President-General Manager
Intermountain Broadcasting and Television Corporation

ssf/gb

Received check for \$500.00, executed copy of "Option" and
"Grant of Easement and Right-of-Way". "Option" to now operate
as lease.


William Parley Spratling

Amelia Daisy Spratling

July 18, 1952

1294802 Re Record

Recorded JUL 29 1954 at H10P
Request of Maude Wallace Ebal
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
320
948
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520 Judy Dddy
D 34-307-19

O P T I O N

1294802
D 34-307-19

For and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00), in hand paid by the INTERMOUNTAIN BROADCASTING & TELEVISION CORPORATION, a Utah corporation, its successors or assigns, hereinafter designated as CORPORATION, to the undersigned WILLIAM PARLEY SPRATLING and AMELIA DAISY SPRATLING, his wife, hereinafter designated as GRANTORS, receipt of which said sum is hereby acknowledged, the Grantors do hereby grant to Corporation, its successors or assigns, the option to lease not to exceed nine acres on and near the summit or ridge of that portion of the Oquirrh Range lying within the confines of Sections 34 and 35, Township 2 South, Range 3 West, Salt Lake Base and Meridian, commonly known as East Mountain, said property being located in Salt Lake County, said selection of land to be made by Corporation or its officers or agents, together with a parcel of property at a site on Grantor's property near the roadway leading to the summit of East Mountain, said site to be used for a storage shed or garage and not to exceed in size 125' x 125' and to be located at a place as shall be approved by Grantors and Corporation.

THIS OPTION is given for a period of one (1) year from date hereof, and in the event Corporation shall exercise said Option, it shall do so in writing mailed to Grantors at their address designated herein. In the event said option is exercised by Corporation on or before one year from date hereof, then and in that event the Grantors will lease to Corporation nine acres of land on the ridge, and the site for the storage shed and garage selected by Corporation and Grantors as hereinbefore set forth on the land of the Grantors in said Sections 34, 35 and 36, said Lease to be for a period of 25 years, with an option to renew said

lease on the same terms for an additional period of 25 years. The Corporation as lessor, by the terms of said lease, to pay to Grantors, their heirs, executors or assigns, the sum of \$500.00 per year, payable yearly in advance, for the use of said leased land, together with a right of ingress and egress for roadway, power lines and/or telephone lines over land owned by Grantors in Salt Lake County, together with the right to construct a roadway, power and/or telephone lines over the Grantors' land in Salt Lake County as a means of ingress and egress to said 9 acres of land to be selected by Corporation.

It is understood that said lease to Corporation is to be for the purpose of operating a radio and/or television station and for related purposes and to get to and from said land over lands owned by the Grantors, and to run such telephone, power lines or cables to said property for said purpose.

The Grantors reserve unto themselves the right to use any road which shall be built by Corporation as a means of ingress and egress to said leased land; provided that if any parties other than Grantors, or their servants or agents, use said road, they may be required by Corporation, at its option, to pay their proportionate cost of the construction and maintenance of said road as shall be determined by Corporation. Grantors reserve the right to determine who may use said roadway in addition to the corporation, its servants, employees, successors and assigns.

The Grantors further agree that in the event they lease or sell any part of their land in said Sections 34, 35 and 36 to any party other than the Corporation, its successors or assigns, that such lease, deed or other instrument of conveyance

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shall prohibit the lessee or grantee from operating any television station, radio station, or related industry on the lands so leased or sold.

The Corporation agrees to maintain the road built by it as a private roadway by installing and maintaining a locked gate where directed by Grantors.

The Corporation agrees that it will build a fire break around the buildings and development on the said leased property designated as the ridge and storage site and will maintain fire extinguishers in its buildings located thereon, and will use its best efforts and judgment to prevent fires. That Corporation will hold grantors harmless from any damages incurred by others from fires traceable to the neglect of the Corporation or its employees.

Provided a roadway is built, the Corporation covenants and agrees that it will not change said roadway without the written consent of the Grantors first had and obtained. Further that said Corporation will use said roadway as a private road and will construct cattle guards not to exceed seven (7) in number at such places as may be designated by Grantors, and that it will construct wing fences not to exceed 10 rods on either side of said cattle guards. Also, that it will pay to the Grantors for any injury done to Grantors' sheep or for any sheep killed by the automobiles or trucks of the Corporation, or its employees or agents, while using said roadway, it being understood that the roadway to be constructed under this Agreement shall not exceed two (2) rods in width. The roadway shall be maintained at the sole expense of the Corporation, or as hereinbefore provided for, it being understood that Grantors shall have no expense in connection with the maintenance of said roadway.

P.S.
S.S.F.

~~In the event Corporation exercises the option as herein provided within sixty (60) days from date hereof then the \$100.00 herein paid to Grantors to apply on the first year's lease and the balance of \$400.00 of the first year's rental to be paid upon exercising said Option. Provided, however, that in the event Corporation for any reason fails to exercise said Option to enter into said lease on or before one year from date hereof, then said \$100.00 is to be forfeited and all rights hereunder will be forfeited.~~

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this the 11th day of July, A. D. 1952.

Witness:
Harold E. Wallace

William Parley Spratling
William Parley Spratling
and
Amelia Daisy Spratling
Amelia Daisy Spratling, his wife
GRANTORS

INTERMOUNTAIN BROADCASTING &
TELEVISION CORPORATION,

ATTEST: *George Provol* BY *S. S. Fox*
George Provol, Secretary S. S. Fox, President
CORPORATION

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 11th day of July, A. D. 1952, personally appeared before me WILLIAM PARLEY SPRATLING and AMELIA DAISY SPRATLING, known to me to be the persons whose names are subscribed to the foregoing instrument and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Harold B. Wallace

NOTARY PUBLIC
Residing at Salt Lake City, Utah

My commission expires:
Oct 25 - 1955
(Notarial Seal)

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 11th day of July, A. D. 1952, personally appeared before me, S. S. FOX and GEORGE PROVOL, who being by me duly sworn did say, each for himself, that he, the said S. S. Fox is the President, and he, the said George Provol, is the Secretary of INTERMOUNTAIN BROADCASTING & TELEVISION CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said S. S. Fox and George Provol each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Harold B. Wallace
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My commission expires:
Oct 25 - 1955
(Notarial Seal)