104

persons, one thereof to be appointed by the said grantors, heirs or assigns, one by the said grantee, it heirs or assigns, and the third by the two so appointed as aforesaid. Should more than one pipe line be laid under this grant at any time, a like consideration shall be paid for each line so laid, in addition to the damages above provided for. Telephona and telegraph lines to follow fence lines.

WITNESS the hands of said grantors this 20th day of Mar. A. D. 1929.

Witness: Wm. H. Wilcox

DAVID H. DOXEY ALFARATA C. DOXEY

STATE OF UTAH

County of Weber

ALFARATA C. DO

On the 2nd day of April, A. D. 1929, personally appeared before me David H. Doxey and Alfarata C. Doxey the signers of the above instrument, who duly acknowledged to me that they executed the same,

JOSEPH L'MASSY'NOTAT'PUBLIC'''
COMMISSION EXPIRES JAN. 25, 1933
CLEARFIELD, STATE OF UTAH

JOSEPH L. MAREY, Notary Public Residing at Clearfield, Davis County State of Utah My commission expires Jammary 25, 1983

In consideration of One and No/100 Dollars to David H. Doxey paid, I, Unidrik Boekweg, as tenant on the land within described, hereby consent to the within grant and the laying, erecting, maintaining and removing of said lines, with the understanding that all damages accruing to crops by reason of the laying, erecting, maintaining and removing of said lines shall be paid to me.

Dated: Mar. 20, 1929

Recorded at the request of Ogden Gas Company, April 22nd, A. D. 1929, at 4:30 P. M.

JOSEPHINE F. OLSON, County Recorder

By-Edith Reid-Deputy

NATHAN A. TANNER & ELLEN H. TANNER, his wife, grantors, of Ogden, State of Utah, hereby conveys and warrants to Ogden Gas Company, a Utah corporation, grantee of Ogden, State of Utah, its successors and assigns, for the sum of One and No/100 Dollars, the right of way to lay, maintain, operate and remove pipe lines and erect, maintain, operate and remove telegraph and telephone lines, with the right of ingress and egress to and from said right of way, over and through the following described tract of land in Township 6 N Range 2 W. S.L.B.M. in the County of Weber, State of Utah, bounded and described as follows:

Part of the SE1 of the SE1 Sec. 36, now owned by Nathan A. Tanner.

The said grantors to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said grantee, which hereby agrees to pay damages which may arise to crops or fences from the laying, erecting, maintaining, operating or removing of said pipe lines or telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by the said grantee, its heirs or assigns, and the third by the two so appointed as aforesaid; should more than one pipe line be laid under this grant, at any time, a like consideration shall be paid for each line so laid, in addition to the damages above provided for. Telephone and telegraph lines to follow fence lines.

WITNESS the hands of said grantors, this 16 day of March, A. D. 1929.

Witness: Wm. H. Wilcox

NATHAN A. TANNER ELLEN H. TANNER

STATE OF UTAH

County of Weber

;SS

On the 27th day of March, A. D. 1929, personally appeared before me Nathan A. Tanner & Ellen H. Tanner, the signers of the above instrument, who duly acknowledged to me that they executed the same.

O. J. RAUSCH, NOTARY PUBLIC COMMISSION EXPIRES DEC. 10-1932- SALT LAKE CITY, STATE OF UTAH O. J. RAUSCH, Notary Public Residing at Salt Lake City, State of Utah My commission expires Dec. 10, 1952

Recorded at the request of Ogden Gas Co. April 22nd, A. D. 1929, at 4:31 o'clock P. M.

JOSEPHINE F. OLSON, County Recorder
By-Edith Reid-Deputy

RIGHT OF WAY

CHARLOTTIE L. CALL, administratrix of the estate of Anson C. Call, deceased, of Weber County, State for Utah, grantor, as such administratrix, here by conveys to OGDEN GAS COMPANY, a Utah corporation, grantee, of Ogden, State of Utah, its successors and assigns, for the sum of One Dollar (\$1.00) and other W.H.W. good and valuable considerations, as hereinafter stated, the right of way, not to exceed twenty (20) feet in width, to lay, to a depth of not less that 32" inches, maintain, operate and remove pipe lines and exect, amaintain, operate and remove telegraph and telephone lines, with the right of ingress and egress to, over, upon and from said right of way situated in and on the following described tract of land in Township of North, Range 2 West, in the County of Weber, State of Utaho bounded and described as follows:

Part of the south half of Section 36, Township 6 North, Range 2 West, and part of the southwest quarter of the southeast quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian.

The said grantor to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said grantee, which hereby agrees to pay damages which may arise to crops or fences from the laying, erecting, maintaining, operating or removing of said pipe lines or telegraph and telephone lines; said damages, if not mutually agreed upon, to me ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, her heirs, successors or assigns, one by the said grantee, its heirs or assigns, and the third by the two so appointed as aforesaid. Should more than one pipe line be laid under this grant at any time, a like consideration shall be paid for each line so laid, in addition to the damages above provided for.

The grantee further agrees to construct all telegraph and telephone lines along fence lines upon said property.

It is expressly understood and agreed that in the laying, maintaining, operating, repairing or removal of said pipe line grantee wull do so in such manner that the drain lines now existing on grantor's premises and used by grantor shall in no wise be injured, impaired, destroyed or damaged, and that grantee will exercise all of its rights hereunder with care and in a workmanlike manner and so as not to interfere with or hinder the grantor in her reasonable use of said premises.

WITNESS the hand of the grantor as administratrix of the estate of Anson C. Call, deceased, this 19 day of March, A. D. 1929.

Signed in the presence of

CHARLOTTIE L. CALL, Administratrix of the estate of Anson C. Call, deceased.

STATE OF UTAH County of Weber

On the 2 day of April, A. D. 1929, personally appeared before me Charlottie L. Call, the signer of the above instrument as administratrix of the estate of Anson C. Call, deceased, who duly acknowledged to me that she executed the same as such administratrix.

JOSEPH L. MAHEY. NOTARY PURL COMMISSION EXPIRES JAN. 25-1 CLEARFIELD, STATE OF UTAH

SS

JOSEPH L. MAREY, Notary Public Residing at Clearfield, State of Utah My commission expires January 25, 1933

In consideration of 0 ne and No $^{\prime}$ 100 Dollars to Charlotte L. Call, admtrix paid, I, Elias Call, as tenant on the land within described, hereby consent to the within grant and the laying, erecting, maintaining and removing of said lines, with the understanding that all damages accruing to crops. by reason of the laying, erecting, maintaining and removing of said lines shall be paid to me. Dated: Mar. 19, 1929

Filed for record and recorded April 22nd, A. D. 1929, at 4:32 o'clock P. M. JOSEPHINE F. OLSON, County Recorder By- Edith Reid-Deputy Recorder

MEMORANDUM OF LEASE

THIS INDENTURE made and entered into this 13th day of April, 1929 by and between R. L. WILBUR of Weber, California, hereinafter called the Lessor, and SHELL OIL COMPANY, a California Corporation, hereinafter called the Lessee, WITNESSETH:

That for the term and upon the terms and conditions set forth in Service Station Lease bearing date April 13, 1929, from the Lessor to the Lessee, the Lessor has leased, demised and let and does hereby lease, demise and let unto the Lessee, the following described real property, situate, lying and being in the County of Weber, State of California, more particularly described as follows, to-wit:

A part of the Southeast Quarter of Section 12, Township 5 North of Range 2 West, Salt Lake

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed the day and year first above written. proc

. L. WILBUR SHELL OIL COMPANY By-E. P. Christie

STATE OF CALIFORNIA 88 County of Wahar

On this 26th day of April, in the year nineteen hundred and twenty-nine, 1. D. before me David J Wilson, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn personally appeared R. L. Wilbur, personally known to me to be the person whose name is subscribed to the within instrument and he acknowledged to me that he executed the same.

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

DAVID J. WILSON, NOTARY PUBLIC. OGDEN, STATE OF UTAH

DAVID J. WILSON, Notary Public In and for County, State of Utah My commission expires oct. 19, 1951