

No. 73769

Centerville, Utah  
March 18th, 1940

Mrs. Eva G. Moss  
1327 Michigan Avenue  
Salt Lake City, Utah

Dear Madam:

Pursuant to provisions contained in that certain contract to purchase, made by myself as purchaser and yourself as seller, and dated September 8th, 1937, upon the following described land; All of Lots 1 & 4, Block 34, Plat "A", Centerville Townsite, containing 1.20 acres,

I hereby consent to your giving a first mortgage on said property in a sum not to exceed \$1000.

Signed at Centerville this 18th day of March, 1940

Witness: D Ray Moss

Sylvia U. Kirkham

Subscribed and sworn to before me this 18th day of March, 1940.

My commission expires:

Apr 28-1943



D Ray Moss

Notary Public, residing at Salt Lake City, Utah

Abstracted c/276

Recorded March 27th, 1940 at 4:10 P. M.

*M.S.A.*

*Alice News* County Recorder

No. 73862  
FORM 100 PL 8-39

RIGHT OF WAY CONTRACT  
TELEPHONE AND TELEGRAPH LINES

FOR AND IN CONSIDERATION OF THE SUM OF \$52.00, the receipt of which is hereby acknowledged, Wm J. Thornley and Harriet Thornley, his wife- hereinafter called "Grantors," hereby grant unto UTAH OIL REFINING COMPANY- a corporation, its successors and assigns, hereinafter called "Grantee," the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefor, and the right to trim or cut trees as may be necessary in the erection and maintenance of said lines, on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Davis County, State of Utah, to-wit:

Beg. NE Cor. Sec. 16, - T 4 N - R 1 W; Th S 35.75 chs; N 65°18' W 2.92 chs; N 00°06' W 13.88 chs; W .375 chs; N 19.66 chs; E .75 chs; N .90 chs; E 2.34 chs to beginning containing 10.11 acres.

Also Beg. NW Cor. Sec. 15 - T 4 N - R 1 W; Th E 40 chs; S 1.50 chs; W 3.47 chs; S 2.40 chs; S 50°29' E 8.24 chs; S 6°39' E 10.56 chs; S 37°28' W 5.95 chs; S 6°34' W 6.35 chs; SW 3 chs; S 11.31 chs; S 83°08' W 11.02 chs; N 68°00' W 10.23 chs; N 68°00' W 7.37 chs; N 55°28' W 2.96 chs; N 64°10' W 3.87 chs; S 58°50' W 5.18 chs; N 36.30 chs; to beginning, containing 157.61 acres.

Also From the SW Cor. of Sec. 10, - T 4 N - R 1 W, run S 27 ft; thence N 89°38' E 1337 feet; N 22°45' E 552 feet; to place of beginning and run thence N 22°45' E 2265 feet; thence W 1194.70 feet; S 0°40' E 2080.6 ft; thence S 88°26' E 295.10 feet to beginning, containing 35.50 acres.

together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted by this contract.

*Assigned in Book 114 Page 394*  
*Assigned in Book 138 Page 358*

Grantors reserve the right to use said land for any and all purposes, subject to the rights of Grantee hereunder. Grantee shall pay any damages to Grantors, their successors and assigns, resulting from the construction, operation maintenance and removal of said telephone and / or telegraph lines, on the basis of the status, condition and use of said land and the improvements thereon at the date of this contract. In the event Grantors and Grantee are unable to agree upon the amount of such damage, then the same shall be ascertained and determined by three disinterested persons, selected, one by Grantor, one by Grantee and the third by the two so selected, and the written award of said three persons shall be final and conclusive.

The terms and conditions hereof shall extend to and be binding upon the heirs, ex-ecutors, administrators, personal representatives, successors and assigns of the parties here-to.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 12th day of November, 1939.

Signed, sealed and delivered  
in the presence of:  
Chas H Sandy

Wm J. Thornley. (Seal)  
Harriet Thornley (Seal)

STATE OF Utah }  
                  } ss.  
COUNTY OF Davis }

I, Walter B Burton, a Notary Public in and for said County and State, do hereby certify that Wm J. Thornley and Harriet Thornley his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12th day of November, 1939.

My commission expires:  
Oct. 12, 1940



Walter B Burton  
Notary Public in and  
for Salt Lake County, State  
of Utah  
My Residence is in Salt Lake  
City, Ut.

Recorded April 5th, 1940 at 9:10 A. M.

Abstracted 4/207-242-  
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Alice Hess County Recorder

No. 73863

RIGHT OF WAY CONTRACT

FORM 100 PL 8-39

TELEPHONE AND TELEGRAPH LINES

FOR AND IN CONSIDERATION OF THE SUM OF \$62.00, the receipt of which is hereby acknowledged, John W. Thornley and Nora N. Thornley- his wife- hereinafter called "Grantors," hereby grant unto UTAH OIL REFINING COMPANY- a corporation, its successors and assigns, hereinafter called "Grantee," the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefor, and the right to trim or cut trees as may be necessary in the erection and maintenance of said lines, on, over and through the following described land of which grantors warrant they are the owners in fee simple, situated in Davis County, State of Utah-, to-wit:

NE 1/4 of Sec. 10, T 4 N - R 1 W, containing 154.70 Acres.

See Book 114 Page 394