

Book C - Pg 444

Stockton, July 10th, 1930

The following Affidavit is hereby made by me the Undersigned for the purpose of correcting an error in wrongfully naming the within named Mining Claims to read as White Hill No. 1 and White Hill No. 2, instead of Hill Top No. 1 and Hill Top No. 2, situated in Rush Valley Mining District as Recorded upon July 11th, 1929 in Book 2-W, page 203 as no Hill Top Claims are of record in this Mining District.

Personally appeared before me, a Notary Public, within and for the County of Tooele, State of Utah, one Joe Pulli, whom hereby swears on oath that the above statement is the whole truth and nothing but the truth to the best of his knowledge and belief.

June 31, A. D. 1930.

Joe Pulli

(SEAL)

My commission expires Dec. 9, 1930

Mrs. J. W. Kearney,  
Notary Public

#188647

Recorded at the request of Joe Pulli, Aug. 1, 1930, at 11:40 a.m.

*Angie J. Johnson*  
COUNTY RECORDER.

L.

G. E. Welsh, Division Attorney

By E. F. Krauss,  
Ass't. Div. Atty.

\$25.00

KNOW ALL MEN BY THESE PRESENTS: That TOOELE COUNTY, a municipal corporation of the State of Utah, grantor, for and in consideration of Twenty-five Dollars in hand paid to it by the grantee herein, does hereby grant, convey, release and quitclaim unto American Telephone and Telegraph Company of Wyoming, its successors and assigns, grantee, the right, privilege and authority to construct, reconstruct, operate and maintain a line of telephone and telegraph consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require upon, across, over and/or under the property which it owns or in which it has any interest in the County of Tooele, State of Utah, which property is hereby described as follows:

SALT LAKE BASE AND MERIDIAN, UTAH

Section 19, T-1-S, R-3-W; Sections 24, 25, 26, 34 & 35, T-1-S, R-4-W; <sup>23-44-</sup> Sections 3, 9, 10, 16, 17, 20, 29, 31, 32, Sections 6, 7, 18 & 19, T-3-S, R-4-W; (Sections 24, 25 & 36, T-3-S, R-5-W); Sections 1, 2, 11, 14, 23, 26, 27, 33 & 34, T-4-S, R-5-W; Sections 4, 9, 16, 21, 28 & 33, T-5-S, R-5-W; Sections 4, 16, 21 & 28, T-6-S, R-5-W; Sections 4, 16, 21, 28 & 33, T-7-S, R-5-W; Sections 16, 28 & 33, T-8-S, R-5-W; Sections 4, 9, 16, 21, 27, 34 & 35, T-9-S, R-5-W and Sections 2, 11, 14 & 36, T-10-S, R-5-W.

And also 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 line 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. The grantor for itself and its successors and assigns, hereby covenants that it will not voluntarily permit any wire line to be erected or permitted on said property of such a character or at such a distance as to interfere with the service of the grantee or endanger its line, and further covenants, for itself and its successors and assigns that it will not voluntarily permit any inflammable structure to be erected on said property at a distance so close to the line of the grantee as to endanger the same.

IN WITNESS WHEREOF the grantor has hereunto set its hand and affixed its corporate seal this 5th day of May, A. D. 1930.

TOOELE COUNTY

Attest:

(SEAL)

Fred Bryan,  
Clerk

By J. C. DeLamare,  
Chairman of the Board of County  
Commissioners of Tooele County, Utah

RESOLUTION

\*BE IT RESOLVED, that upon payment of the sum of Twenty-five Dollars (\$25.00) by the American Telephone and Telegraph Company of Wyoming, Tooele County, Utah, does grant, convey, release and quitclaim unto said Company, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate and maintain a line of telephone and telegraph consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require upon, across, over and/or under the property which it owns or in which it has any interest in the County of Tooele, State of Utah, which property is hereby described as follows:

SALT LAKE BASE AND MERIDIAN, UTAH

Section 19, T-1-S, R-3-W; Sections 24, 25, 26, 34 & 35, T-1-S, R-4-W; Sections 2, 3, 9, 10, 16, 17, 20, 29, 31 & 32, T-2-S, R-4-W; Sections 6, 7, 18 & 19, T-3-S, R-4-W; Sections 24, 25 & 36, T-3-S, R-5-W; Sections 1, 2, 11, 14, 23, 16, 27, 33 & 34, T-4-S, R-5-W; Sections 4, 9, 16, 21, 28 & 33, T-5-S, R-5-W; Sections 4, 16, 21 & 28, T-6-S, R-5-W; Sections 4, 16, 21, 28 & 33, T-7-S, R-5-W, Sections 16, 28 & 33, T-8-S, R-5-W; Sections 4, 9, 16, 21, 27, 34 & 35, T-9-S, R-5-W, and Sections 2, 11, 14 & 36, T-10-S, R-5-W,

and also 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 line 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. The grantor for itself and its successors and assigns, hereby covenants that it will not voluntarily permit any wire line to be erected or permitted on said property of such a character or at such a distance as to interfere with the service of the grantee or endanger its line, and further covenants for itself and its successors and assigns, that it will not voluntarily permit any inflammable structure to be erected on said property at a distance so close to the line of the grantee as to endanger the same, said sum being received in full payment for the rights as in this resolution granted.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners and the Clerk thereof BE AND THEY ARE HEREBY AUTHORIZED to execute an easement embodying the terms of this resolution."

Which notion was duly seconded by Commissioner Halladay and unanimously carried.

STATE OF UTAH,

SS.

COUNTY OF TOOELE,

On the 5th day of May, A. D. 1930, personally appeared before me John C. DeLaMare and Fred Bryan, who being me duly sworn did say that they are respectively the Chairman of the Board of County Commissioners and the Clerk of Tooele County, Utah, and that the signature of Tooele County was affixed to the foregoing instrument by J. C. DeLaMare and Fred Bryan, pursuant to authority of a resolution of the Board of County Commissioners of Tooele County passed on the 5th day of May, A. D. 1930, and said persons acknowledged to me that said Tooele County executed the same.

Amy Park Johnson,  
County Recorder, Tooele, Utah

(SEAL)

I, Fred Bryan, being first duly sworn, deposes and says:

That I am the duly elected, qualified and acting Clerk of Tooele County, Utah, and that the foregoing resolution is a true and correct copy of the resolution passed by the Board of County Commissioners of Tooele County, Utah, at a regular meeting held on the 5th day of May, A. D. 1930, and that the same is a matter of record in my office in the Tooele County Court record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of May, A.D. 1930.

Fred Bryan,  
Clerk

(SEAL)

#188498

Recorded at the request of American Tel. & Tel. Co., July 22, 1931, at 10:06 A. M.

*Amy Park Johnson*  
COUNTY RECORDER.

L.

S. F. Drury and Eleanor Drury, his wife, Grantors, of Tooele, State of Utah, hereby conveys and warrants to Wasatch Gas Company, a Utah corporation, grantee of Salt Lake City, State of Utah, his/its heirs, successors and assigns, for the sum of One and No/100 Dollars the right of way to lay, maintain, operate and remove pipe lines, gates, gate boxes, etc., 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 2 S., Range 4 W., in the County of Tooele, State of Utah, bounded and described as follows:

That part of the E. 1/4 of the S. W. 1/4 of Sec. 11, now owned by S. F. Drury

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, gates, gate boxes, etc., said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said