

its lines of Telephone and Telegraph, including the necessary poles, wires and fixtures over, upon and along the public roads, streets and highways on or adjoining the property, owned by me in the Southwest quarter of the Southeast quarter of Section 31 Township 5 North Range 2 West of S.L. Merid., County of Davis and State of Utah with the right to permit the attachment of the wires and fixtures of any other Companies, and with the further right to overhang said property with cross-arms, wires and other fixtures, and to trim any trees along said lines so as to keep all wires cleared at least thirty-six inches.

Said sum being received in full payment therefor.

Witness my hand and seal this 26th day of September, A.D. 1918, at Hooper, Utah.

Witnesses: E. H. Darling.

Walter Dahl,

(Seal)

(Seal)

(Seal)

Ogden Rural Line.

Recorded February 10, 1919, at 11:05 A.M. Abstracted. *B/114*

Iris Jacobson, County-Recorder.

*Book F
Page 390*

No. 28312.

Correct:

Approved:

Approved:

E.E. Holt.

Division Const. Engineer.

Div. Gen'l Mgr.

R.O.W. Agent.

\$1.00 Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO.

One and no/100 Dollars, in consideration of which I hereby grant unto said Company, its successors and assigns, the right to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, wires and fixtures over, upon and along the public roads, streets and highways on or adjoining the property, owned by me in the following, beginning at a point 48 rods East of the N.W. corner of the NE $\frac{1}{4}$ of Section 35 Township 5 North, Range 1 West of S. L. Merid.; thence running East 32 rods thence South 80 rods; thence West 32 rods; thence North 80 rods to beginning, County of Davis and State of Utah with the right to permit the attachment of the wires and fixtures of any other Companies, and with the further right to overhang said property with corssarms, wires and other fixtures, and to trim any trees along said lines so as to keep all wires cleared at least thirty-six inches.

Said sum being received in full payment therefor.

Witness my hand and seal this 2nd day of October, A.D. 1918, at Hooper, Utah.

Witnesses: E. H. Darling

Mrs. R. H. Beesley

(Seal)

(Seal)

(Seal)

Ogden Rural Line.

Recorded February 10, 1919, at 11:10 A.M. Abstracted. ^{a/296}_{c/222}

Inis Jacobsen, County Recorder.

No. 28340.

State of Utah)
)ss.
County of Davis)

AFFIDAVIT.

Joseph E. Ellis and Elnora Ellis being first duly sworn upon their oaths say: That they are citizens of the United States; that they are respectively 65 and 62 years of age; that they are residents of Davis County, Utah and have been for over 27 years residing throughout all of said period on that certain parcel of land hereafter described; that Elnora Ellis's maiden name was Elnora Burnham; that she is a daughter of Luther S. Burnham.

Affiants further say; That Joseph E. Ellis and the said Elnora Ellis, his wife, are the same and identical persons respectively mentioned as J.E. Ellis and Elnora Ellis in that certain decree of distribution in the matter of the estate of Luther S. Burnham, deceased, duly recorded in the County Recorder's office of Davis County, Utah in book "C" of Decrees, page 86, setting apart and distributing to them that certain parcel of land in Davis County, Utah hereafter described and that Joseph E. Ellis and the said Elnora Ellis are respectively the same and identical persons mentioned and described in that certain order confirming the report of commissioners in the estate of Luther S. Burnham, deceased, duly recorded in the County Recorder's office of Davis County, Utah in book "A" of Decrees, page 299

Affiants further say: That on the 12th day of November, 1902 one of the affiants, Elnora Ellis, made, executed and delivered to H. M. Dukes and L.F. Peer that certain oil and gas lease recorded in the County Recorder's office of Davis County, Utah in book "B" of Liens and Leases, page 120; that since the granting of said lease no work of development or of any other description was ever done or attempted by the second parties named in said lease by themselves or anybody in their behalf; that affiants from the date said lease was granted up to the present time have never seen or heard of or from the said H. M. Dukes or the said L.F. Peer directly or from others.

Affiants further say: That no well was ever started, commenced or completed upon said premises described in said lease being a portion of the premises hereafter described by the second parties named therein or any person in their behalf within one year from the date thereof, or any other time and that neither the said H. M. Dukes or the said L.F. Peer or any person in behalf of either or both have ever paid to the said Elnora Ellis or to any person by her authority or in her behalf any moneys mentioned and described in said lease whatever since the date of the execution thereof; that affiant, Joseph E. Ellis has at all times looked after the business affairs of his wife, the said Elnora Ellis; that he negotiated the said lease in the first instance with the said Dukes and Peer and that the said