

#41358

RIGHT OF WAY EASEMENT

\$1.00

Approved:.....Attorney.

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING One 00/100 Dollars, in consideration of which I hereby grant unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and maintain lines 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 I own or in which I have any interest in Sec. 24 of T-26-S,R-10-W, County of Beaver and State of Utah and 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 lines 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 himself, his heirs, executors, administrators and assigns hereby covenants that no wire line will be erected or permitted on said property which in the judgment of the grantee its successors and assigns, will interfere with its service or endanger its lines and that no inflammable structure will be erected or permitted on said property within 50 feet of said lines. Said sum being received in full payment for the rights herein granted.

Witness my hand and seal this 5 day of November, A.D, 1929, at Salt Lake City, Utah.
Witness: T.O. POULTON (SEAL)
E.R. CARRE JENNETTA POULTON (SEAL)

STATE OF UTAH
County of Salt Lake } ss.

On this 26th day of December, A.D. 1929, before me personally appeared E.R. Carre, personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposes and says that he resides in Chicago, County of Cook and State of Illinois; that he was present and saw T.O. Poulton & Jennetta Poulton, personally known to him to be the signers of the above instrument as parties thereto, sign and deliver the same, and heard them acknowledge that they executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto, at the request of the said T.O. Poulton & Jennetta Poulton.

Commission expires October 1, 1932. K.F. HALL - Notary Public in and for the County of Salt Lake, Utah.
(SEAL) Residing at Salt Lake City, Utah.

Filed for record at 3:16 P.M. December 30, 1929,

James J. Gallies
COUNTY RECORDER.

#41403

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 28th day of October, 1929, by and between Simeon Kesler, of the Town of Milford, County of Beaver, State of Utah, party of the first part, and McGarry Investment Company and Cole Holding Company, corporations having their principal place of business in Salt Lake City, State of Utah, parties of the second part, and hereinafter designated as vendees, WITNESSETH:

That in consideration of the covenants and agreements on the part of the vendees hereinafter contained, the said vendor agrees to sell and convey to the said vendees, and the said vendees agree to buy, all that certain parcel of land situate in the County of Beaver, State of Utah, and more particularly described as follows, to-wit:

The South one-half (S $\frac{1}{2}$) of the North one half (N $\frac{1}{2}$) of Section Twenty-eight (28), Township Twenty-nine South (29S), Range Eleven (11) West, Salt Lake Meridian, and consisting of one hundred sixty (160) acres.

For the full purchase price of Four Thousand Dollars (\$4,000.00) to be paid as follows, to-wit: The sum of One Thousand Five Hundred Dollars (\$1,500.00) cash upon the signing of this contract, the further sum of Five Hundred Dollars (\$500.00) within sixty days from the date of the signing hereof, and the balance of the purchase price as aforementioned in five (5) equal annual installments commencing on the 28th day of October, 1930, interest on all deferred payments to be at the rate of six (6) percent per annum, said interest to be payable annually.

And it is mutually covenanted and agrees between the parties hereto that the said vendee shall be let into , and have immediate possession of the said premises;

And in the event the said vendee shall fail to pay the said installments of either principal or interest as herein set forth, or any of the said installments, the said vendor shall be released from all obligation, both at law and in equity, to convey the said property as hereinafter set forth; and, in such event, the said vendee shall