

Signed in the presence of:

P.H. Neeley

Sidney J. Smith

Tessie Smith

First Parties.

Thomas Veran Moore  
Second Party.

STATE OF UTAH ( )  
:ss.  
COUNTY OF SUMMIT )

On this 8th day of June, 1939, personally appeared before me Sidney S. Smith and Tessie Smith, his wife, and Thomas Veran Moore, the signers of the above instrument, who duly acknowledged to me that they executed the same.

P.H. Neeley  
Notary Public.

(SEAL)

My residence is Coalville, Utah

My commission expires October, 11, 1942.

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Recorded at the request of Thomas E. Moore June 16, A.D. 1939 at 11:00 o'clock a.m.

Mae R. Tree  
County Recorder.

Entry No. 65260.

RIGHT OF WAY

THE FIRST NATIONAL BANK OF COALVILLE, Grantor of Coalville, State of Utah, hereby conveys and warrants unto MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation Grantee of Salt Lake City, State of Utah, its heirs, successors and assigns for the sum of twenty five dollars \$25.00 the right of way to erect, maintain, operate and remove electric wire pole lines for a distance of not to exceed One thousand feet with a right of ingress and egress to and from said pole line, and the right to construct, bury below plow depth and maintain, operate and remove from said land not to exceed Four Hundred feet of pipe of a diameter not to exceed Twenty-four inches over, across and through the following described tract of land in Township 3 North, Range 7 East, County of Summit, State of Utah, more particularly described as follows:

Part of the North-half of Section 35, Township 3 North, Range 7 East, of the Salt Lake Base and Meridian.

The said Grantor to fully use and enjoy the said premises except for the purposes herein granted to the said Grantee, and Grantee hereby agrees to pay to Grantor such damage as may arise to crops or fences from laying, erecting, maintaining, operating or removing of said pole line or pipe lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, its successors or assigns, one by the Grantee, or its successors or assigns, and a third by the two so appointed as aforesaid. If the Grantee shall elect to construct more than said Four Hundred feet of pipe line or to erect more than said one thousand feet of pole line on said premises, which said privilege of constructing additional pole line or pipe line is hereby expressly granted said additional pole line and pipe line shall be constructed in accordance with the provisions hereof applying to the method of construction of the original lines, and upon request by the Grantor such additional pipe line shall be buried below plow depth. As a consideration for the privilege herein granted of constructing additional lines, the Grantee shall pay to the Grantor, upon the construction of such additional lines, at the same rate of \$12.50 for each 1000 feet of pole line and at the rate of \$12.50 for each 400 feet of pipe lines.

In addition to the rights and privileges hereinabove granted, Grantor hereby grants unto the Grantee permission to erect, operate, maintain and remove a windmill occupying an area not to exceed twenty-five feet square at any point on said lands near pipe line or pole line, together with the right of ingress and egress to the area occupied by said windmill.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and its corporate seal affixed this 10th day of June, 1939.

THE FIRST NATIONAL BANK  
OF COALVILLE,

WITNESS:

E.G. Bullock

By Axcil Blonquist  
President.

E.G. Bullock

Attest: F.D. Williams  
Cashier.

STATE OF UTAH ( )  
:ss.  
COUNTY OF SUMMIT )

I, E.G. Bullock a Notary Public within and for said county and state, do hereby certify that Axcil Blonquist and F.D. Williams to me personally known and known to me to be the President and Cashier, respectively, of The First National Bank of Coalville, the Grantor in the annexed instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered

said instrument as their free and voluntary act and deed, and as the free act and deed of said The First National Bank of Coalville, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal this the 10th day of June, 1939.

(SEAL) E.G. Bullock  
Notary Public.  
Residing at Coalville, Utah. My commission expires May, 8, 1940.

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Recorded at the request of Mountain Fuel Supply Company, June 21, A.D. 1939 at 1:00 (clock p.m.)

Mae R. Tree  
County Recorder.

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Entry No. 65265.

ASSIGNMENT OF INTEREST IN LEASE

KNOW ALL MEN BY THESE PRESENTS:

That J.H. Roberts and Ella M. Roberts, his wife, both of Coalville, County of Summit, State of Utah, for the sum of \$1.00 and other valuable consideration in hand paid by F.E. Kleinschmidt do, by these presents, sell, convey, assign, transfer and set over unto said F.E. Kleinschmidt all of the right, title and interest of said J.H. Roberts and Ella M. Roberts, his wife, in and to an undivided 5 per cent interest in a certain indenture of lease bearing date of June 29, 1935 made by John B. Meadows and Mary Jane Meadows, his wife, to said J.H. Roberts, said lease being an oil and gas lease recorded in Book "U", Pages 471 to 474 of Miscellaneous Records in the office of the County Recorder of Summit County, Utah, and extended by the terms of an agreement dated December 12, 1938, which agreement is recorded in Book "V" Pages 603 and 604 of Miscellaneous Records in the office of the County Recorder aforesaid, of certain premises situate in the County of Summit, State of Utah, and described in particular as follows, to-wit:

The East 1/2 of Section 2, Township 2 North, Range 5 East, Salt Lake Base and Meridian, containing 320 acres more or less.

TO HAVE AND HOLD the same unto the said F.E. Kleinschmidt, his heirs and assigns, from the date hereof for and during all the remainder yet to come of said term provided in said indenture of lease and all extensions and renewals thereof.

This assignment shall be subject to the rents, royalties, covenants, conditions and provisions in said lease contained, it being specifically understood that said F.E. Kleinschmidt shall pay 5 per cent for all future rental payments, as provided in said lease and extension thereof.

Reserving from the operation of this assignment an undivided 95 per cent interest of said lease.

IN WITNESS WHEREOF, said J.H. Roberts and Ella M. Roberts, his wife, have on this, the 13th day of December, 1938, affixed their signatures thereto.

WITNESS:

John S. Boyden

J.H. Roberts

John S. Boyden

Ella M. Roberts

STATE OF UTAH ( :ss.  
COUNTY OF SUMMIT)

On this, the 13th day of December, 1938 personally appeared before me J.H. Roberts and Ella M. Roberts, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

(SEAL)  
3/18/42. commission expires.

D.H. Daper ?  
Notary Public, residing at  
Salt Lake City, Utah.

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Recorded at the request of F.E. Kleinschmidt. June 19, 1939 A.D. at 11:00 o'clock a.m., 1939