

#674773

IN THE FIFTH JUDICIAL DISTRICT COURT OF THE STATE OF UTAH, IN AND FOR HILLARD COUNTY.

In the Matter of the Guardianship of The Estate of Leona Jackson, Seth Jackson, Ida Jackson, George Jackson, and Arthur Jackson, Minors.

ORDER SETTING HEARING ON PETITION FOR LETTERS OF GUARDIANSHIP.

Margaret F. Jackson, having filed in this court her petition praying for letters of guardianship upon the estates of Leona Jackson, Seth Jackson, Ida Jackson, George Jackson, and Arthur Jackson, minors, - It is ordered, That Monday the 15th day of August, 1927, at the hour of 2 o'clock P. M. of said day, be appointed for the hearing of said petition; it is further ordered by the court, that notice of the time and place of hearing said petition be given by mailing notice to the following named relatives residing at Millard County, to-wit, Seth Jacobs, Delta, Utah, Cass Lewis, Delta, Utah, and George Jackson, Sutherland, Utah, all cousins of said minors, and by posting notice in at least three public and conspicuous places in Millard County, Utah, one of which shall be at the front door of the County Court House, for a period of ten days.

Dated this 1st day of August, 1927.

Thos. H. Burton, Judge.

In the District Court of the Fifth Judicial District Of the State of Utah, in and for the County of Millard

In the Matter of the Estate and Guardianship of Leona Jackson, Seth Jackson, et al, Minors

Affidavit of Posting and Mailing Notice

STATE OF UTAH,) ss. County of Millard.)

Otis Walch Clerk of the District Court, of Millard County, State of Utah, being duly sworn, says: That he is a citizen of the United States over the age of 21 years, and that he is not interested in nor a party to the estate of said deceased, that on the 3 day of August, A. D. 1927 he posted true copies of the annexed notice in three of the most public places in Fillmore City, in said County of Millard, to-wit: One of said notices on the bulletin board of the County Court House, one at the corner of the Day Hotel; and the other of said notices at the bulletin board in the U. S. Post Office.

The deponent further says that on said 3 day of August A. D. 1927 he deposited in the United States Post Office, at Fillmore City, Utah, copies of said annexed notice, postage thereon prepaid, one addressed to each of the following named persons at his respective place of residence as set forth opposite his name, to-wit:

- Seth E. Jacobs, Delta, Utah
Cass Lewis, Delta, Utah
George Jackson, Delta, Utah, RFD

Otis Walch

Subscribed and sworn to before me this 3 day of August A. D. 1927 (Seal)

Bertha Warner County Recorder of Millard County, Utah.

STATE OF UTAH) ss. COUNTY OF HILLARD)

I, Otis Walch County Clerk and ex-officio Clerk of the Fifth Judicial District Court in and for Millard County, State of Utah, hereby certify that the foregoing is a full, true and correct copy of the original order Setting Hearing on Petition for Letters of Guardianship and Affidavit of Posting and Mailing Notice in the matter therein entitled, and now on file and of record in my office.

Witness my hand and seal of said District Court at my office in Millard County this 27th day of February, A. D. 1931

COUNTY CLERK Seal HILLARD COUNTY, UTAH.

Otis Walch Clerk.

By - Deputy.

Recorded at request of Harriet Cummings Jackson May 5, 1931 at 12:05 P. M. in Book #95 of L & L Page 130 Recording Fee paid \$1.80 (Signed) Jessie Evans, Recorder, Salt Lake County, Utah by W. H. Howard, Deputy (Reference: 5-4-31, 105-32, 33 & 34.)

#674833

OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this second day of January A. D., 1931, by and between E. P. - K. M. - W. J. Bastian and Azalia, wife of W. J. Bastian and Rose F., wife of K. M. Bastian his wife, of Salt Lake County in the State of Utah, hereinafter called the lessor, and A. T. Burch hereinafter called the lessee.

WITNESSETH: That the said lessors for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said lessee all of the oil and gas and other mineral products produced in, under and from the hereinafter described tract of land, and, also, said tract of land for the purpose, and with the exclusive right and privilege, to drill for, mine, extract, remove, sell and dispose of all the oil, gas and other mineral products that may be found thereon or thereunder, together with right of way, easements and servitudes for pipe lines, building tanks, reservoirs, fixtures for production, drilling, caring for, storing and disposing of such products, and any and all rights and privileges necessary, incident to or convenient for the economical operation of said lands under this lease, either separately or conjointly with neighboring lands; also the right to remove at any time all property, including machinery, pipes, casing, materials, lumber, supplies and improvements, placed or erected in or upon said land by the lessee. Said tract of land is situated in the County of Salt Lake, State of Utah and is particularly described as follows: to-wit: The East half of the Northeast Quarter of Section 14, and the South Half of Section 14, and the South Half of Section 15, and the South Half of the North Half of Section 15, and the Southeast Quarter of Section 17, and the East Half of the Northwest Quarter, and the Northeast Quarter of Section 23, the North Half of Section 21, and all of Section 22, and all of Section 23, and the North Half of Section 27, and the North Half of the South Half of Section 27, and the South Half of the Southeast Quarter of Section 27, and all of the following portion of Section 26, to-wit: -commencing at the Northwest Corner of Section 26, running thence East 320 rods; thence South 160 rods; thence West 140 rods; thence North 1,115 ft.; thence West 100 rods; thence North 205 ft.; thence West 80 rods; thence North 80 rods to the place of beginning, containing 231.44 acres. Commencing at the Northwest corner of Section 23 and running thence South 160 rods; East 45 rods; North 45 rods; East 44.4 rods; East 104.5 rods; North 48 rods; West 80 rods; North 80 rods; West 160 rods to point of beginning, containing 162.3 acres. All of the above described property is located in T. 3 S., R. 2 W., Salt Lake Meridian.

B...R... Notary Public B...R...

In further consideration of this lease, the lessee agrees that the land or the adjoining land herein described shall have been tested by Dr. Spitz, geophysical or petrolometer machine before May 1st, 1931, said test being favorable lessee agrees to have the land and the adjoining lands herein described geologized; thereupon

in event of favorable report the lessee agrees to commence drilling on or before the time herein specified. It is further agreed that said drilling shall extend to the depth indicated by the geophysical or petrolometer machine.

In event oil in commercial quantity is produced, the lessee agrees to drill additional wells as long as they continue to be of commercial value until at least fifteen shall have been drilled.

TO HAVE AND TO HOLD said land and all singular the rights and privileges herein granted unto the lessee for the full term of three (3) years from the date hereof and as long thereafter as oil or gas or other mineral products, or either of them is produced in payment quantities upon or from said land by the lessee.

That notwithstanding anything in this lease to the contrary, it is expressly agreed that if the lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations continue with reasonable diligence, and if production in paying quantities should result therefrom, then as such production continues.

In consideration of the premises IT IS MUTUALLY COVENANTED AND AGREED between the lessee and the lessors as follows:

1. The lessee shall deliver to the lessors in the city of Salt Lake State of Utah as royalties, free of cost, in a pipe or tank farm at a place to be designated by the lessee the following percentages of the gross production of all crude oil or gas or other mineral products produced or saved from said premises, or at the option of the lessee, the lessee will pay to the lessors the value of such percentages at the prevailing market price, where produced, computed on daily gauge or runs, settlement to be made, to-wit:

Eight (8) per cent gross royalty of all the natural gas produced and saved therefrom; eight (8) per cent gross royalty of all asphaltic base oil produced and saved therefrom; eight (8) per cent gross royalty of all paraffine base oil produced and saved therefrom; eight (8) per cent gross royalty of all other mineral products produced and saved thereon or thereafter.

All payments of money, either of royalty or rentals, under this lease, may be made or tendered by check direct to the lessors or by registered letter addressed to the lessors at their last known address or deposited to the lessors' credit in the Walker Bros. Bank of Salt Lake City or its successors or assigns unless and until the lessors shall designate in writing to the lessee some other address or bank or trust company a depository.

2. The lessors shall have the right to use, free of cost, if used economically, sufficient gas, developed from such premises for the lighting and heating of one dwelling house situated thereon, provided the lessors shall make, under the direction of the lessee and at lessors' own risk and expense, connections with the well.

3. The lessee shall have the right at any time to release from the operation of this lease any part or portion of the lands hereinbefore described by giving to the lessors notice thereof in writing, and from the date of such notice the lessors and lessee shall each be released from all of the terms and provisions of this lease so far as the same affects such premises so released, but as to the portion of said land not so released this lease shall remain in full force and effect.

4. The lessee shall have the right to use, free of cost, gas, oil and other mineral products and water produced on said land for operations thereon under the terms of this lease, but this provision shall not extend to water belonging to the lessors.

5. The lessee will bury all pipe lines in cultivated fields, whenever requested by the lessors so as to do, below the depth of plowing, and will pay the lessors for damages done by the lessee, in the course of drilling operations, to the lessors' growing crops, orchards or other improvements. Only such portion of the above described premises as shall be reasonably necessary for the operations hereunder shall be used by the lessee, and until such time as the lessee shall require the use of such premises for operations under this lease the lessors shall have the free use and enjoyment of the entire surface thereof.

No well shall be drilled nearer than one hundred feet to any building on said land without the written consent of the lessors.

6. The lessee will commence within three (3) years from the date hereof to drill a well for oil or gas on the above described premises, failing in which, this lease shall terminate unless the lessee shall pay or tender to the lessors an annual rental of fifteen cents per acre payable annually in advance for each additional year such commencement is delayed, in which event this lease shall be continued in effect for eight years from date.

In the event a dry hole or a well not producing oil, gas or other mineral products in commercial quantities is drilled, or a well ceases to produce in commercial quantities, the lessee shall have eighteen months from the date of completion of said dry hole or said well, or from the date any well ceases to produce oil, gas or other mineral products in commercial quantities, and if either of said events occur within the period of three years from the date hereof then eighteen months from the expiration of said period of three years, in which to continue operations on the above land, during which time no rents or royalties shall be due or payable and this lease shall be in full force and effect for said time as fully as if said rents had been paid or a well producing oil, gas or other mineral products brought in or in operation.

7. The lessee may obtain leases upon other tracts of land and the lessors specially consent and agree that the lessee may, if he shall so elect, designate, determine and establish one or more acreage districts and include therein the land, or any part thereof, hereby leased within any of such districts. In case of the designation or formation of any such district or districts, the lessee shall notify the lessors of such district designation within which the land hereby leased, or any part thereof, has been included. Any such district shall embrace such lands as may be leased to or otherwise secured by the lessee and selected by him and shall contain not to exceed 3600 acres.

The lessors agree that the commencement of work anywhere within the district, of which the land hereby leased, or any part thereof, shall form a part, shall be deemed to constitute a full compliance with the terms and provisions of this lease with respect to the time within which the lessee is to commence development work hereunder.

It is also agreed in case said lands or any part thereof shall be included in any such district that the royalties hereinbefore specified to be paid by the lessee shall be payable to the lessors, in the proportion that any acreage described in this lease and included in such district shall bear to the total acreage embraced within such district.

8. The lessee shall have the right at the termination of this lease, or at any other time, to remove from the premises hereby leased all machinery, tools, appliances, personal property and fixtures placed in said premises by him, including the right to draw and remove such casing from the holes caused by him to be drilled on said land, provided that if a well of water is developed by the lessee on said premises, and the lessee contemplates the abandonment thereof, the lessors shall have the right to such well upon payment of the lessee of the cost of the casing therein.

9. If the lessee fails to commence drilling operations within the said period of three (3) years or fails to pay rentals for each year thereafter said commencement is delayed, as hereinbefore provided, or fails to pay the royalty as herein provided, the said lease may, after ninety days written notice given by the lessors to the lessee, be terminated, unless said lessee shall within said ninety days pay said rentals or royalties or commence said drilling operations on the land described herein.

10. If the estate of either party hereto is assigned, (and the right or privilege of assigning in whole, or in part, is expressly allowed) the covenants hereof shall extend to and become binding upon their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals, or royalties shall be binding on the lessee until after the lessee has been furnished with such written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned by the lessee as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall make default in the payment of the proportionate part of the rents or royalties due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which said lessee or any assignee thereof shall have made the payment of said rental.

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11. The lessors hereby warrant and agree to defend the possession and title to the lands herein described and agree that if said land now is or hereafter becomes subject to any past due mortgage, delinquent tax or other liens or charges whatsoever, which if unpaid might defeat lessee's title, possession or use under this lease, the lessee may, at his election, pay the same with all costs, and penalties connected therewith, and for moneys so expended he shall have a lien upon said land, or the lessee may at his election deduct such expenditures from any rents or royalties due or to become due hereunder.

12. If the lessors own a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rents herein provided for shall be paid the said lessors only in the proportion which said lessors' interest bears to the whole of an undivided fee simple estate.

13. The lessors hereby expressly waive all benefits under homestead exemption laws of the State of Utah insofar as the same may be applicable to the premises hereby leased.

14. The lessee agrees, at the termination of this lease, to execute and deliver to the lessors a good and sufficient release as to the lands covered and affected by this lease.

15. All the terms, covenants and conditions herein contained shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF the lessors and lessee have executed and delivered these presents, in duplicate, this 27th day of January, 1931.

Signed and delivered in the presence of_

E P Bastian
W J Bastian and Azalea Bastian
K M Bastian His Wife
Rose F Bastian

STATE OF Utah }
COUNTY OF Salt Lake } SS

On the 27th day of January, A. D., 1931, personally appeared before me, E. P. Bastian W. J. Bastian and Azalea Bastian K. M. Bastian his wife Rose F. Bastian and his wife, signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires
January 14, 1934.

BERTHA RAPPOPORT,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES_

Bertha Rappoport
Notary Public.
Residing at Semloh Hotel,
Salt Lake City, Utah.

STATE OF Utah }
COUNTY OF Salt Lake } SS

On the 27th day of January, A. D., 1931 personally appeared before me, A. T. Burch one of the signers of the above instrument, who duly acknowledge_ to me that he executed the same.

My commission expires
January 14, 1934.

BERTHA RAPPOPORT,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES_

Bertha Rappoport
Notary Public.
Residing at Semloh Hotel,
Salt Lake City, Utah.

Recorded at the request of A. T. Burch, May 6, 1931 at 10:35 A. M. in Book #95 of L & L, Pages 130-131-132. Recording fee paid 5.50. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: D-15;127-17;131-34;143-29;137-36;138-35;139-39;154-30;141-32;148-38;147-16;145-22.)

#674874

LEASE

THIS LEASE made this 25th. day of March 1931, by and between Joseph H. Garratt & Christine S. Garratt, his wife, owners of the Garratt Service Station of Salt Lake City, Utah First Party (hereinafter called "Lessor", whether one or more), and The Paramount Lubricants Co. of Utah a corporation, Second Party, (hereinafter called "Lessee").

WITNESSETH:

That in consideration of the agreements of the Lessee herein contained, the Lessor hereby leases to the Lessee the following described premises situated in the County of Salt Lake in the State of Utah to wit:

That certain service station known as the "GARRATT SERVICE STATION" situated on the Southwest corner of the intersection of Thirteenth South and Fourth East Streets, Salt Lake City, Utah. Oils to stay same together with all improvements, fixtures, machinery and equipment thereon or connected therewith, the same being now (owned and operated) by the Lessor as a gasoline service station, from the 25th. day of March 1931, to the 25th. day of March 1936, subject to termination as hereinafter provided, Lessee to pay therefor as rental for each month an amount equal to One (1) cent for each gallon of gasoline sold during such month at said premises by the Lessee or its agents or assigns. Payments of said rental are to be made on or before the 5th. day of the month following the month in which the rental is earned. Lessee shall keep such books and records as will accurately show the number of gallons of gasoline sold at the demised premises and will permit the Lessor to examine and inspect such books and records at any time and from time to time, when the Lessor desires so to do.

For the same consideration the Lessor AGREES:

1. That while this lease is in force he will pay all general and special taxes and assessments and any water, light, power or heat, taxes, assessments or expenses which may be levied and assessed against said premises or property owned by him located thereon, and will keep said premises at all times in good repair. Should Lessor fail to pay any such taxes, assessments or expenses when due and payable, Lessee may pay the same and charge the same to the Lessor and may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.
2. That at the expiration or other termination of this lease the Lessee shall have the right within thirty days after such expiration or termination to enter upon and remove from said premises any fixtures, machinery and equipment by it, at any time, placed thereon.
3. That the Lessor agrees to replace at his own expense any fixture or equipment which becomes worn out through ordinary use, or is broken or otherwise damaged or destroyed, through no fault of the Lessee.
4. That the Lessee shall have the right to terminate this lease at any time by giving to the Lessor not less than ten (10) days written notice of its intention so to do, specifying therein the date on which said termination shall take effect, and by paying or tendering to the Lessor as consideration for such termination The sum of Ten Dollars (\$10.00)
5. That Lessee may paint the buildings, structures, tanks and equipments on said premises, in any color it shall select and paint thereon such of its trade-marks and other signs, devices and advertisements as it shall elect, and remove such trade-marks, signs, devices and advertisements within thirty (30) days after the expiration or termination of this lease.
6. That Lessee shall have the privilege of extending this lease for 2 years from the date of expiration hereof upon the same terms and conditions as herein specified. The Lessee shall also have the right to purchase said premises and improvements, machinery, fixtures and equipment thereon, or pertaining thereto, at any time before the expiration hereof or of any extension or renewal hereof, for the sum of Dollars, provided the Lessee shall give the Lessor written notice of its intention to exercise said option of renewal, extension and/or purchase at least thirty (30) days prior to the expiration hereof, and of any renewal or extension hereof, as the