

Entry No. 77348.

Approved by A.A. Sargent
Assistant Division Attorney

\$5.00

RECEIVED OF THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY Five Dollars in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters, repeater housings and markers and other appurtenances upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section Ten (10), Township one (1) South, Range Three (3) East of S.L.B.&.M. County of Summit, and State of Utah together with the following rights:

Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The Northerly boundary of said one rod strip shall be a line parallel to and 3 feet north of the first cable laid, which cable shall have its location indicated upon surface marker set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves their heirs, executors, administrators, successors and assigns hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damages to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 6th day of February, 1948, at Salt Lake City, Utah.

Witness:
R.D. Barber
R.D. BarberGerwin P. Bailey
Bertha B. BaileySTATE OF UTAH, (: ss.
COUNTY OF SALT LAKE,)

On this 6 day of Feb, 1948, before me personally appeared Gerwin P. Bailey & Bertha B. Bailey, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and official seal.

SEAL
My commission expires 3-16-50.J. M. Chipman
Notary Public, residing in S.L.C.

Recorded at the request of American Tel and Tel Co. April 20, A.D. 1948 at 9:30 o'clock A.M.

Mae R. Tree, County Recorder.

Entry No. 77349.

Approved by A.A. Sargent, Assistant
Division Attorney 848 17

\$5.00

RECEIVED OF THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY Five Dollars in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantee may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters, repeater housings and markers and other appurtenances, upon over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in:

Section ten (10) Township one (1) South, Range Three (3) East of S.L.B.&.M. County of Summit and State of Utah

together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and 3 feet north of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 5th day of February, 1948, at Park City, Utah.

Witness: R.D. Barber.
R.D. BarberStella G. Rasmussen
Osmond K, RasmussenSTATE OF UTAH, (: ss.
COUNTY OF SALT LAKE,)

On this 5th day of February, 1948, before me personally appeared Stella G. Rasmussen and Osmond K. Rasmussen, her husband known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and official seal.

Marie Kopp
Notary Public, in and for the State
of Utah, A

Seal
Commission expires August 1, 1950.

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Recorded at the request of American Tel and Tel Company April 20, A. D. 1948 at 9:30 o'clock A.M.

Mae R. Tree, County Recorder.

Entry No. 77356.

AFFIDAVIT

STATE OF UTAH, ()
 : ss.
COUNTY OF SALT LAKE,)

Lavina M. Jackson, being first duly sworn upon her oath, deposes and says: That she lives in Park City, Summit County, Utah from 1919 until 1932 and was a neighbor of and well acquainted with Anna L. Pelden and Victor Pelden; That she known of her own knowledge that the said Anna L. Pelden and Victor Pelden were husband and wife on June 5th of 1920 when that certain warranty deed conveying Lots 1 and two (2) of Block Nine (9) Snyder's Addition to Park City was executed by the said Victor Pelden conveying said property to Anna L. Pelden, said deed being recorded in the office of the County Recorder of Summit County on June 7, 1920, at Page 202 of Book M. Warranty Deed Record.

Lavina M. Jackson

Subscribed and sworn to before me this 15th day of April, 1948.

Seal.

Shirley W. Cornwall, Notary Public, residing
in Salt Lake City, Utah.

Recorded at the request of P.H. Neeley April 22, A.D. 1948 at 10:30 o'clock A.M.

Mae R. Tree, County Recorder.

Entry No. 77364.

OIL AND GAS LEASE

7439

THIS AGREEMENT, entered into this 18th day of April, 1947, between Joseph H. Boyer and Lois R. Boyer, his wife, of Coalville, Utah, hereinafter called "Lessor" (whether one or more), and SHELL OIL COMPANY, Incorporated, hereinafter called "Lessee", does witness:

1. That Lessor for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid, receipt of which is full and adequate consideration for all rights, granted herein, is hereby acknowledged and of the covenants and agreements hereinafter contained to be paid, kept, and performed by Lessee has this day granted, demised, leased and let, and hereby grants, demises, leases, and lets exclusively unto Lessee for the purpose of investing, exploring and prospecting, by geophysical and other methods, and drilling, mining, and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Summit, County, Utah to-wit:

W $\frac{1}{2}$ NW $\frac{1}{4}$; Sec. 16- Twp 3 N- Rge-7 E. SLM; S $\frac{1}{4}$ S $\frac{1}{2}$ Sec. 25 less 5.91 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 25-Twp 3 N. Rge. 6 E. SLM previously conveyed to William H. Staley, also the N $\frac{1}{2}$ N $\frac{1}{2}$ Sec. 36-Twp. 3 N- Rge. 6 E. SLM. in Section Township, Range and containing 395.86 acres, more or less and also in addition to the above described land, any and all other land owned or claimed by Lessor in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five years (5) from this date, (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises or operations are being prosecuted as hereinafter provided.

3. Lessee shall deliver to the credit of Lessor as royalty, free off cost, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved By Lessee from the leased premises, or, from time to time at Lessee's option, may pay to Lessor for such one-eighth royalty oil, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks. Lessor's interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. Lessee shall pay Lessor, as royalty, for gas from each well where gas only is found and used by Lessee, off the premises one-eighth of the market value of such gas at the well. If such gas is sold by the Lessee then Lessee shall pay Lessor, as royalty one-eighth of the net proceeds derived from the sale of such gas at the well. Lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at Lessor's sole risk and expense.

5. Lessee shall pay Lessor, as royalty for gas produced from any well and used by Lessee for the manufacture of gasoline or any other product, one-eighth of the market value of said gas as such, at the mouth of the well. If said gas is sold by Lessee then Lessee shall pay Lessor, as royalty, one eighth of the net proceeds derived from the sale thereof.

6. If operations for the drilling of a well for oil or gas are not commenced on said land