

and that the LESSOR shall not be liable for any damages sustained by the LESSEE, nor shall the LESSEE be entitled to or claim any refund of rentals or royalties theretofore paid to the LESSOR in the event the LESSOR does not have the title to the minerals in the leased lands. If LESSOR owns a less interest in the leased lands than the entire and undivided fee simple estate in the leased minerals, then the royalties herein provided shall be paid the LESSOR only in the proportion which its interest bears to said whole and undivided fee simple mineral estate in said lands.

Section 16. NOTICES--All notices herein provided to be given or which may be given by either party to the other except as otherwise provided by law shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

to the LESSOR--
State Land Board
105 State Capitol
Salt Lake City 1, Utah

and to the LESSEE--
Henry Clay Calhoun
P.O. Box 670
Ft. Worth, Texas

The addresses to which the notices shall or may be mailed, as foresaid to either party, shall or may be changed by written notice given by such party to the other as hereinabove provided.

Nothing herein contained shall preclude the giving of any such notice by personal service.

IN WITNESS WHEREOF, the parties have hereto subscribed their names the day and year first above written.

APPROVED AS TO FORM:
E. R. Calister
Attorney General
By: Robert H. Ruggeri

STATE OF UTAH
STATE LAND BOARD
By Lee E. Young
Executive Secretary

Henry Clay Calhoun
Lessee

STATE OF UTAH)
County of Salt Lake) ss

On the 20 day of February 1953, personally appeared before me Lee E. Young, who being by me duly sworn did say that he is the Executive Secretary of the State Land Board of the State of Utah and that said instrument was signed in behalf of said Board by resolution of the Board, and said Lee E. Young acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 20 day of February 1953.

SEAL
My commission expires: October 13, 1956

Ruth Sperry
Notary Public, residing at Salt Lake
City, Utah

STATE OF TEXAS)
County of Tarrant) ss

On the 16th day of February 1953, personally appeared before me Henry Clay Calhoun, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Given under my hand and seal this 16th day of February 1953.

SEAL
My commission expires 6/1/53

Retha L. Eaton
Notary Public, residing at Ft. Worth,
Texas

Recorded at the Request of Southern Production Co. Mar. 9, A.D. 1953 at 11:30 A.M.

Lorea H. Brown, County Recorder.

Entry No. 62650

RIGHT OF WAY DEED

THIS INDENTURE, made this 7th day of January 1953, in the year one thousand nine hundred and fifty three, by and between Joseph Pierce and William and David Wagstaff, and Stella Pierce, Clara Wagstaff, Amy Wagstaff of the County of Summit, in the State of Utah, Grantors, parties of the first part, and the County Commissioners, Summit County, Utah, Grantee, party of the second part:

WITNESSETH:

That, for and in consideration of the sum of One Dollar dollars (\$1.00), to them in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, the party of the first part do hereby grant, bargain, sell, convey and confirm unto the County of Summit, in the State of Utah, and easement and right of way in gross over the following tract of land, situate, lying and being in the County of Summit, State of Utah, and particularly described as follows:

Right of way to be obtained from Joseph Pierce and William and David Wagstaff

for the Blackfork Road situated in the SE1/4, Section 1, T. 2N., R. 10E., Salt Lake Meridian. Right of way to be 66 ft. wide, extending 33 ft. on each side of the center line as now surveyed, particularly described as follows:

The said right of way hereby granted is for the construction, maintenance, and full, free and quiet use and enjoyment by the County of Summit, in the State of Utah, for any and all purposes by them desired or deemed necessary or beneficial, and by the general public as a public highway of a certain road or way, being 66 feet in width, and traversing the above described premises by the following general courses and distances, to wit:

Beginning at a point on the south boundary of the grantor's land which bears N. 69°56' W., 232.3 ft. from the corner common to Sections 1, 6, 7 and 12, T. 2 N., R. 10 and 11 E., Salt Lake Meridian, said point being Engineer's Station 291°66.6 on the center line of survey; thence N. 56°38' E., 278.0 ft. to a point on the east boundary of the grantor's land which bears N. 00°30' W., 152.5 ft. from the corner common to Sections 1, 6, 7 and 12; T. 2N., R. 10 and 11E., Salt Lake Meridian. Total length of right of way desired is 278.0 ft., containing 0.42 acres more or less; provided that if and when said right of way is abandoned by the Grantee, it shall automatically revert back to the Grantor and said Grantor shall be relieved of this easement.

Total length 278.0 ft. more or less, containing 0.42 acres, more or less.

IN WITNESS WHEREOF, the party of the first part has hereunto subscribed its name and affixed its seal, the day and year first above written.

Signed, sealed and delivered in the presence of:
L. J. Colton
L. J. Colton
Flora Salmela
Witnesses

Joseph Pierce & William & David Wagstaff
By: Joseph Pierce
Stella Pierce (Seal)
David Wagstaff (Seal)
Amy Wagstaff (Seal)
William Wagstaff (Seal)
Clara Wagstaff

Recorded at the request of County Clerk, March 11, A.D. 1953 at 4:30 P.M.

Lorea H. Brown, County Recorder

Entry No. 62655
\$5.00

Approved: W.C. Larks
Supt. of Right of Way

RECEIVED OF 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 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 t the undersigned have any interest in the North half of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section Twenty-four (24), Township Three (3) North, Range Five (5) 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; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly 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 lands adjacent thereto. 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.

The location of said one rod strip being determined by the relocation of said cables as installed in 1952.

Signed and sealed this 4th day of December, 1952, at Ogden, Utah

Witness:
R. D. Barber
R. D. Barber

Andrew J. Motzel (Seal)
Helen R. Motzel (Seal)

Paid by field draft No. K02365

STATE OF UTAH)
) ss
County of Weber)

On the 4th day of December, 1952, personally appeared before me Andrew J. Motzel and Helen R. Motzel the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Seal

W. O. Wood

My commission expires: 10/21/54

Notary Public, residing at Ogden, Utah