

Dome in open court this 17th day of May, A.D. 1943.

By the court,

A. H. Ellet  
Judge

Filed this 1st day of June, 1943  
John E. Wright, Clerk.

State of Utah, )  
                  : ss.  
County of Summit. )

I, J. Emerson Staples, Clerk of the District Court in and for Summit County, State of Utah, do hereby certify that the above and foregoing is a full, true and correct copy of the Decree of Settlement and Decree of Final Distribution in the matter of the above entitled Case No. 1127, as the same appears of record and upon file in my office.

(SEAL)

IN WITNESS WHEREOF I have here unto set my hand  
and affix the seal of said Court this 16th day  
of July, 1954.

J. Emerson Staples Clerk.

\* \* \* \* \*

Recorded at the request of P. H. Neeley, July 16 A.D. 1954 at 3:20 P.M.

Lorea H. Blonquist, County Recorder

Entry No. 84167

LEASE

THIS INDENTURE, made the 20th day of March, in the year of our Lord one thousand nine hundred and fifty two, between Fannie T. Clayton, City of Salt Lake, County of Salt Lake, State of Utah, party of the first part, and Leon Wilde of Oakley, Summit County, State of Utah, the party of the second part;

WITNESSETH, that the said party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned and reserved to be paid, kept and performed by the said party of the second part, his executors, administrators, and assigns, has remised, leased, and let, and by these presents does remise, lease and let, unto the said party of the second part, his executors, administrators, and assigns, all those premises situate, lying and being in the County of Summit, and State of Utah, and particularly described as follows, to wit:

All the NE $\frac{1}{4}$  Sec. 14, T.1 So. R6E., SLB and M  
All the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 11, T. 1 So. R6E, SL B and M  
W $\frac{1}{2}$  of SW $\frac{1}{4}$ , SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of SE $\frac{1}{4}$  Sec. 12, T 1 So., R6E. SL B and M.  
...consisting of 357.5 acres more or less, EXCEPT those parts of  
the above described property, more particularly described as follows:

- 1--Twenty acres more or less in the SE $\frac{1}{4}$  Sec. 11 and SW $\frac{1}{4}$  Sec. 12, T 1 So., R6 E, SL B and M, which are leased to the Lynnalex corporation, and
- 2--That part of the above described premises forming an island in the Weber River approximately 200 feet south of the Evans ranch house site, together with a permanent right of way to and from the Island, and parking space for two automobiles near the spring, and a permanent right to use the water of the spring near the bridge leading to the island.

To have and to hold, the said premises with the appurtenances unto said party of the second part, his executors, administrators and assigns, from the first day of April, A.D. 1952 to the last day of January A.D. 1957.

And the said party of the second part, in consideration of the leasing of the premises aforesaid, by the said party of the first part to the said party of the second part, as aforesaid, does covenant and agree with the said party of the first part, her heirs, executors, administrators and assigns, to pay the said party of the first part as rent for the said remised premises, the sum of one dollar in lawful money of the United States of America, and in further consideration agrees to perform the services and make the payments more particularly described as follows:

1--Pay all taxes, real and personal, and otherwise, on all the above described property, including the island and the twenty acres leased to Lynnalex, and all taxes on any improvements thereon or which shall be placed thereon during the period of this lease, immediately upon their becoming due.

2--In the years 1954, 1955, and 1956, continue to pay all taxes as outlined above, and also pay the party of the first part the sum of two hundred dollars per year, rental. This two hundred (This is page one of three pages) dollars is to be paid in advance, on April first of the years 1954, 1955 and 1956 inclusive, and a delinquency of fifteen calendar days is and shall be sufficient cause for cancellation of this lease by party of the first part.

3--To build and maintain the following fences and ditches: a--a legal barbed wire fence, beginning at the gate by the site of the Evans ranch house, along the entire length of the public road to the upper limit of the property, thence across the canyon along the upper boundary of the property, to the existing fence-line which parallels the old road on the south hill of the canyon; thence down the canyon along the old road to the down-canyon limit of the property; thence across the canyon along the down-canyon limit of the property to the gate and point of beginning. Also a similar fence to keep stock out of the twenty acres leased to Lynnalex. Recondition and maintain the irrigation ditches which Alex Evans formerly used, including those on both sides of the river.

4--To perform the following miscellaneous services;

a--Use and preserve in the name of the party of the first part, all the existing water rights.

b--Build a suitable gate at the ranch entrance and maintain it. Also maintain the

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- gate to the Lynnaalex cabins.
- c--Furnish a team or tractor and a man to assist in the maintenance of the foot-bridge to the island.
  - d--Furnish stove and fireplace wood for the cabin on the island, at the convenience of the party of the second part, provided that said wood shall be available to party of first part at all times.
  - e--Inspect the cabin on the island and its premises at least once a week, and eject any trespassers, and report to party of first part any unusual conditions or occurrences.
  - f--prevent the erosion of land now suitable for farming; prevent the growth of brush or trees or other natural growth on land now suitable for cultivation; and to work this land and fertilize it and otherwise maintain it in accordance with good farming practice.
  - g--prevent anyone from grazing sheep on any part of said premises.
- 5--To clean up the wreckage of the barn to the bare ground; to remove all sheds; to remove the orchard; to remove the wreckage of the house; and to pile all the wreckage and building stones from the wreckage along the river so as to prevent its overflowing at high water; and to cultivate all land possible where the aforementioned buildings stood. The spring house and the outhouse are to be preserved.

The said party of the second part further covenants and agrees with the said party of the first part that at the expiration of the time in this lease mentioned, he will yield and deliver up the said remised premises to the said party of the first part, in good order and condition. And it is further agreed by the said party of the second part, that neither he nor his legal representatives will let or under let said premises, or any part thereof, or assign this lease without written assent of the said party of the first part, first had and obtained thereto; and it is further expressly understood and agreed by and between the parties aforesaid, that if default shall be made in any of the covenants herein contained to be kept by the said party of the second part, his executirs, admin- (This is page two of three pages) mistrators and assigns, it shall be lawful for the said party of the first part, her heirs, executors, administrators, agent, attorney or assigns, to enter and re-possess the said remised premises and every or any part thereof, either with or without legal process.

And it is further covenanted and agreed by and between the said parties that the said party of the second part shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the said party of the first part.

Signed, sealed, and delivered in the presence of:

Party of the First Part Fannie T. Clayton (SEAL)

Party of the Second Part Leon Wilde (SEAL)

Witness H? Clayton (SEAL)

# UNITED STATES OF AMERICA

State of Utah  
County of Salt Lake ss.

On this 20th day of March A.D. Nineteen hundred and 52 personally appeared before me Fannie T. Clayton and Leon Wilde whose names are hereby subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons, described in and who executed the said annexed instrument, as parties thereto and duly acknowledged to me that they executed the same, freely and voluntarily, and for the uses and purposes therein named.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, at my office at Salt Lake City the day and year in this certificate first above mentioned.

My commission expires July 14, 1955

W. H. YOUNG

(SEAL)

(This page three of three pages)

Recorded at the request of Leon Wilde, July 19, A.D. 1954 at 11:00 A.M.

Lorea H. Blonquist, County Recorder

Entry No. 84189

In the Matter of the Estate of )

JEROME PAXTON, )

Deceased. )

WAIVER OF LIEN

Alice R. Paxton having submitted to the undersigned a request for a waiver of lien for inheritance taxes, and having supported the same by her affidavit, the undersigned, in reliance upon the facts contained in said affidavit, do hereby waive any and all claim to a lien for inheritance taxes due to the state of Utah from the estate of the above-named decedent upon the following described real property situated in Summit County, State of Utah, to-wit:

Let 2, Blk 11 of Park City, Utah, according to the amended plat thereof; being 25 x 75 feet, more or less, together with the appurtenances thereunto belonging, lying and being in the City of Park City, County of Summit, State of Utah.

Dated th is 6th day of July, 1954.

(SEAL)

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

UTAH STATE TAX COMMISSION

By John R. Rampton Jr. Counsel

By G. W. Barban Executive Secretary

On the 8th day of July, 1954 personally appeared before me John R. Rampton, Jr. and