

Block 25, Plat "A", of Ogden City Survey, and running thence West 85 feet, thence North 15.5 feet; thence West 80 feet, thence North 18 feet, thence West 135 feet, thence North 33 feet, thence East 300 feet, thence South 66 feet to the place of beginning. 67

This right is granted on condition that the work shall be done with care; that all damage to the premises caused thereby shall be repaired by and at the expense of the said Company, and when it becomes necessary to change the cables, wires or fixtures, on account of the erection of new buildings or other property improvements, the same shall be done by the Company at its own expense, after reasonable notice has been given the said Company by the property owner.

Witness our hand and seal this 4th day of December, 1916, at Ogden, Utah.

Witness:

J. G. O'Neal.

The Reese Howell Co. (Seal)

The Howell Investment Co (Seal)

By J. A. Howell, Sec. Treas.

FILED for record and recorded Dec. 12, A. D. 1916 at 3:41 o'clock P. M.

Angus E. Berlin, County Recorder. 30.

Correct:

APPROVED:

APPROVED:

J. G. O'Neal.
R.O.W. AGENT.

Div. Const. Engineer.

Div. Gen. Mgr.

Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, One Dollar, in consideration of which the undersigned hereby grant to said Company, its successors and assigns, the right to place and maintain underground telephone cables and other necessary wires and fixtures, on the following described property, situate in the County of Weber and State of Utah, to-wit:

Beginning at a point 118 feet East of the Northwest corner of Lot (7), Block (23), Plat "A", of Ogden City Survey, and running thence South 132 feet, East 40 feet, North 132 feet, thence West 40 feet to the place of beginning.

This right is granted on condition that the work shall be done with care; that all damage to the premises caused thereby shall be repaired by and at the expense of the said Company; and when it becomes necessary to change the underground cables, wires or fixtures, on account of the erection of new buildings or other property improvements, the same shall be done by the Company at its own expense, after reasonable notice has been given the said Company by the property owner.

Provided further, that said cable conduit shall be located under the floor of the proposed building on the above tract as designated by the property owner or his agent.

Provided further, that after said cable conduit is in place and the floor and walls of the building are placed over the conduit, that the Telephone Company shall not have the right to enter said building or to remove or open said floor or walls without obtaining further permission from the property owner.

Witness our hand and seal this 5th day of December, 1916 at Ogden, Utah.

Witness:

J. H. Thomas.

Ogden Wholesale Drug Co. (Seal)

By J. H. F. Last, Pres.

FILED for record and recorded Dec. 12, A. D. 1916 at 3:42 o'clock P. M.

Angus E. Berlin, County Recorder.

68
80.

L E A S E .

Gomer A. Nicholas, Lessor, of Ogden City, Weber County, State of Utah, hereby leases to Louis Dellamaria, Lessee, of Ogden City, Weber County, Utah, for the Considerations and Covenants hereinafter set out, the following described premises in Weber County, State of Utah,

That certain rooming and lodging house, consisting of twenty-six rooms located upstairs and over what is known as 204 and 206 Twenty-fifth Street, Ogden, Utah.

TO HAVE AND TO HOLD unto said Lessee, from the 15th day of December, 1916, until the 15 day of December, 1919.

And said Lessee, IN CONSIDERATION of the leasing of the premises aforesaid, by the said Lessor to him, covenants to pay as rent for the said premises the sum of Seventy-five (\$75.00) Dollars, per month, monthly in advance, upon the First day of each month, for each and every month, during said term.

And also two Dollars (\$2.00) per month for each and every month during said term.

And the Lessee hereby covenants as follows;

FIRST. That at the expiration of the time in this lease mentioned he will yield and deliver up the remised premises to the said Lessor, in as good order and condition as when the same were entered upon by said Lessee, reasonable use and wear thereof and damages by the elements excepted.

SECOND, THAT neither he nor his legal representatives, will let or underlet said premises, or any part thereof, or assign this lease, without the written assent of the Lessor first had and obtained thereto.

THIRD, That if the rent above reserved, or any part thereof, shall be unpaid on the day whereon the same is due and payable, and for Ten days thereafter, or if default shall be made in any of the covenants herein contained to be kept by the said Lessee, it shall and may be lawful for the said Lessor, his heirs, executors, administrators or assigns, the said remised premises, and every and any part thereof, either with or without legal process, and without giving notice to quit, re-enter, and the same again to re-possess, and enjoy as in first and former state.

FOURTH, To pay and discharge all costs and attorney's fees and expenses that may arise from enforcing the covenants of this indenture by the said Lessor.

WITNESS the hands of the said Lessor, and Lessee, this 15th day of December, A. D. 1916.

Signed in the presence of

W. R. Skeen.

Gomer A. Nicholas.

Louis Dellamaria.