

first part, may at her option, immediately re-enter and take possession of said premises and every part thereof, and to eject the parties of the second part therefrom and said party of the first part shall be released from all obligations, either in law or in equity, to convey said premises as hereinabove provided; and any amount which shall have been paid hereon by the parties of the second part, shall and may be retained by the party of the first part and accepted by her as liquidated damages; or, the party of the first part may declare all unpaid balances upon this contract to be due and payable and may enforce the covenants and conditions of this contract.

That upon receiving the payments herein provided to be made, together with principal and interest, at the time and in the manner above mentioned, the party of the first part agrees to execute and deliver to the parties of the second part, or to their assigns, a special warranty deed conveying said property to the parties of the second part, or their assigns, free and clear of all encumbrances except any encumbrances which may be allowed by the parties of the second part. and the party of the first part agrees to furnish an abstract to said premises, brought down to the date of this contract.

It is understood and agreed that time is of the essence of this agreement.

It is further understood and agreed that the stipulations and covenants herein contained are to apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

In Witness Whereof the said parties to these presents have hereunto set their hands and seals the day and year first hereinabove written.

Signed, Sealed and Delivered in the presence of) ELIZABETH J. RIRIE (SEAL)
MARJORIE H. FRENCH) W. JOHN WILSON (SEAL)
ANNABELLE F. WILSON (SEAL)

STATE OF UTAH)
COUNTY OF WEBER) SS.

On the 14th day of February in the year 1930, before me, a Notary Public, in and for said County, personally appeared Elizabeth J. Ririe, W. John Wilson and Annabelle F. Wilson his wife known to me to be the persons whose name are subscribed to the within instrument, and acknowledge to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

MARJORIE H. FRENCH, Notary Public.
Residing in Ogden, Weber County, Utah.

My commission expires:
January 7th, 1933.
.....
MARJORIE H. FRENCH, NOTARY PUBLIC .
STATE OF UTAH. SEAL
.....

Filed for record and recorded February 17, A. D. 1930 at 2:00 o'clock P. M.

R.W

JOSEPHINE F. OLSON, County Recorder.

By C. A. NEUENSCHWANDER, Deputy Recorder.

2-10-30

GRANT OF EASEMENTS AND RIGHTS OF WAY

Charlotte L. Call, as administratrix of the estate of Anson C. Call, deceased, and Charlotte L. Call, widow of said Anson C. Call, deceased, and Charles, J. Call, Louie McKinnon, Willis Call, Elias Call, Ethel Lowe, Carrie Neville, Orvis Call, Clive Call, and Agnes T. Call, the wife of the said Charles J. Call, and Isabel Call

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the wife e of the said Willis Call, and Lola Call the wife of the said Elias Call, and Zetta Call the wife of the said Orvis Call, and Elizabeth Call the wife of the said Clive Call, Grantors, being all the heirs at law of Anson C. Call, deceased, and all being more than twenty-one years of age, hereby convey and warrant to Ogden Gas Company, a Utah corporation, grantee, of Ogden City, Weber County, State of Utah, its successors and assigns, for the sum of three Hundred Nine and 15/100 Dollars,

(\$309.15), the following perpetual easements and rights of way over, across and under the following described tracts or parcels of land situated in Weber County, State of Utah, to wit:

A part of the south half of the southwest quarter and a part of the south half of the southeast quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Meridian, U. S. Survey.

(a) A perpetual easement and right of way over, across and under said tracts of land above described, for the purpose of constructing, maintaining, operating, repairing and removing a ten (10) inch pipe line, consisting of steel pipe of the diameter of ten inches, to be welded at the joints and to be laid underneath the surface of the ground, the top of said pipe to be at least fourteen (14) inches from the surface of the ground and for that purpose perpetually to occupy a cylindrical space underneath the surface of said ground extending laterally 8 inches on either side of the course hereinafter described and vertically a distance of 16 inches in depth below the top of said pipe line. The course of said pipe line, being the center line of said pipe line, is described as follows:

Beginning at a point in the south half of the southwest quarter of said Section 36, Township 6 North, Range 2 West, on the boundary of said tract of land owned by the grantors, which bears north 88.75 feet, and North 55° 12' East 150.68 feet from the said Township line; thence North 55° 12' East 1295 feet; thence North 67° 38' East 789 feet to a point on the east boundary line of said property of said grantors, being the east line of the southeast quarter of said Section 36.

the intention being to describe the course of the pipe line now laid across said premises.

(b) A perpetual easement and right of way over, across and under a strip of land 10 feet on either side of the course of the pipe line hereinbefore described, for the entire length thereof, for the purpose of constructing, maintaining, operating and repairing and removing said pipe line; that for the purpose of ingress and egress to and from said pipe line, to construct, maintain, operate, repair and remove the same, the grantee, its successors and assigns, shall have the right to enter upon said strip of land at any time it may be necessary or convenient for it to do so and to use said strip of land for the purpose of constructing, maintaining, operating, repairing, and removing said pipe line, and that except insofar as such use interferes with the easements and rights of way hereby granted, the grantors, their heirs, executors, administrators and assigns, shall have the right to use said strip of land for any lawful purpose.

The consideration paid the grantors for the foregoing easements by the grantee, as set out herein, shall be considered and construed to be in full payment of any and all damages to the property described herein caused by the use by the grantee, its successors or assigns, of the rights of way and easements hereby granted for the purposes herein set forth, except the damages to crops upon the said rights of way caused by the grantee taking or moving upon said rights of way

tractors, diggers, or other machinery for the purpose of constructing, maintaining, operating, repairing or removing said pipe line, which latter damages the grantee, its successor or assigns, covenants and agrees to pay to said grantors, their heirs, executors, administrators or assigns as the same accrue, and this covenant and agreement shall bind the grantee, its successors and assigns, and shall inure to the benefit of the said grantors, their heirs, executors, administrators and assigns, and shall be considered and construed to run with the land.

Provided, that if said grantors, their executors, administrators or assigns, should level that part of the premises over which said easement extends east of the barn now situated upon said premises, said grantee agrees to lower said pipe, if necessary, so that the same, after said levelling, shall have a covering of soil on top and upon said pipe, not less than fourteen (14) inches in depth.

WITNESS the hands of said grantors this 13th day of February 1930.

All signed in the presence of

JOHN SNEDDON
except ORVIS CALL.

CHARLOTTIE L. CALL, Administratrix of the estate of Anson C. Call, deceased.

CHARLOTTIE L. CALL, Widow of Anson C. Call deceased.

CHARLES J. CALL
LOUIE MCKINNON
WILLIS CALL
ELIAS CALL
ETHEL LOWE
CARRIE NEVILLE
X ORVIS CALL
CLIVE CALL
AGNES T. CALL
ISABEL CALL
LOLA CALL
ZETTA CALL
ELIZABETH CALL

STATE OF UTAH)
: ss
County of Weber)

On the 13th day of February, 1930 personally appeared before me Charlotte L. Call, one of the signers of the foregoing instrument, and the duly appointed, qualified and acting administratrix of the estate of Anson C. Call, deceased, and the widow of said Anson C. Call, who duly acknowledged to me that she executed the same as said administratrix and also as the widow and heir at law of said Anson C. Call, deceased.

J. A. SNEDDON,
NOTARY PUBLIC
STATE OF UTAH
My commission expires November 23rd 1931.
J. A. SNEDDON, Notary Public residing at Ogden City, State of Utah

STATE OF UTAH)
: ss
County of Weber)

On the 13th day of February 1930, personally appeared before me Charles J. Call and his wife, Agnes T. Call, Louie McKinnon, Willis Call and his wife Isabel Call, Elias Call and his wife Lola Call, Ethel Lowe, Carrie Neville, Clive Call and his wife, Elizabeth Call, and Zetta Call the wife of Orvis Call,

_____ of the signers of the foregoing instrment, and they and each of them duly acknowledged to me that they executed the same as heirs at law of the estate of Anson C. Call, deceased.

J. A. SNEDDON, Notary Public
STATE OF UTAH.

J. A. SNEDDON, Notary Public
Residing at Ogden City, State of
Utah.

My commission expires November 23rd 1931.

State of Colorado, "
Adams "
County of Denver "
" SS.
" "
" "
" "

On the 14 day of February 1930, personally appeared before me, Orvis Call, one of the signers of the foregoing instrument who duly acknowledged to me that he executed the same as an heir at law of the estate of Anson C. Call, deceased.

CHARLES F. HOLZER, Notary Public, residing
Aurora Adams
at Denver, County of Denver, State of Colorado.

CHARLES F. HOLZER, NOTARY PUBLIC.
ADAMS COUNTY, COLORADO

My Commission expires

My Commission expires February 17, 1931.

Filed for record and recorded February 18, A. D., 1930, at 4:08 o'clock P. M.

JOSEPHINE F. OLSON, County Recorder. *RM*

MEMORANDUM OF LEASE

THIS INDENTURE, made and entered into this 15th day of August, 1929, by and between EZRA M. PETERSON and ALMA PETERSON, his wife, and SAMUEL PETERSON and ROBINA PETERSON, his wife, and EZRA M. PETERSON and SAMUEL PETERSON, co-partners of Weber County, State of Utah, hereinafter called the Lessors, and SHELL OIL COMPANY, a California Corporation, hereinafter called the Lessee.

W I T N E S S E T H

That for the term and upon the terms and conditions set forth in Service Station Lease bearing date August 15th 1929, from the Lessors to the Lessee, the Lessors have leased, demised and let and do hereby lease, demise and let unto the Lessee, the following described real property, situate, lying and being in the County of Weber, State of Utah, more particularly described as follows, to wit:

Beginning 433.94 feet North of the intersection of the west line of Washington Avenue and the North line of 12th Street, thence North 100 feet, more or less to the intersection of the West line of Washington Avenue with the South line of 11th Street, thence West 60 feet, thence South 100 feet, thence East 60 feet to the place of beginning, being a part of Section 20, Township 6 North, Range 1 West, Salt Lake Meridian, U. S. Survey.

Together with and subject to a right of way over the following described tract of land: beginning at a point on the North line of 12th Street 129.5 feet West of the West line of Washington Avenue, and running thence North 533.94 feet, parallel to Washington Avenue; thence West 15 feet thence South 533.94 to a point 15 feet West of the place of beginning; thence East 15 feet to the place of beginning;

Together with all and necessary rights of way for ingress and egress to the above described premises so that the same can be properly used as a gasoline and oil service station.