all of the property, real, personal and mixed, including the books, accounts, and other assets, of the Salt

Lake City Brewing Company, for the sum of \$169,000.00; and

WHEREAS, said Salt Lake City Brewing Company is desirous of accepting such proposition: NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of said Salt Lake City Brewing Company, that upon the formation of said Cullen Ice and Beverage Company, the President and Secretary of said Salt Lake City Brewing Company be, and they are hereby authorized and empowered to execute, on behalf of said last named corporation, all necessary instruments in writing, to transfer title to the said Cullen Ice and Beverage Company, of all the property of said Salt Lake City Brewing Company, in consideration for which they are to receive, on behalf of said Salt Lake City Brewing Company, the sum of \$169,000.00.

I, Fred U. Leonard, President of Salt Lake City Brewing Company, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a meeting of the Board of Directors of said Salt Lake Cit City Brewing Company held on the 19th day of September, 1917.

Fred U Leonard PRESIDENT

Recorded at request of Wm J. Halloran, May 18, 1922, at 11:01 A. M. in Book 3-Q of LL page s411-2. Recording fee paid 90%. (Signed) Lillian Cutler, County Recorder, by R G Collett, Deputy.

TRANSMISSION LINE EASEMENT Moylan C. Fox, Trustee for Emilie C. Fox, and et al and Moylan C. Fox, individually, his wife, grantor of Salt Lake County, Utah, hereby convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair. alteration, inspection, re-location, and replacement of the electric transmission, distribution, telephone and telegraph circuits of the Grantee, a and 4 pointxofxtowers, with the necessary guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, under, upon and across a tract of land fifty (50) feet in width, belon ging to the Grantor, in Salt Lake County, Utah, described as follows: Twenty-five (25) feet on each side of a line: Commencing on north boundary of Grantor's land 219 feet west of NE corner of Section 12, Twp 1 South, Range 2 West, Salt Lake Meridian; thence running South 40 feet to tower#1; thence S 77°18' W 560 feet to tower #2; thence S 77°18' W 560 feet to tower #3; thence S 77°18'W 336 feet to tower #4 on line at present extending from the Terminal Substation to Magna. All contained in N. Half of NE 1/4 of said Section 12.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor, this 18th day of May, A.D. 1922

IN A Robertson

STATE OF UTAH,

Moylan. C. Fox. Individually. Moylan C. Fox Trustee

County of Salt Lake ) ss. On the 18th day of May, A.D. 1922, personally appeared before me Moylan C Fox and--his-wife, the signer of the above instrument, who duly acknowledged to me that he executed the same individually and as trustee.

NA Robertson Notary Public. Res Salt Lake City Utah File No. -

My commission expires:

Recorded at request of Utah Power And Light Co. May18, 1922, at 2:35 P.M. in Book 5-Q of I&L page 412. Recording fee paid \$1.30. (Signed) Lillian Cutler, County Recorder, by R G Collett, Deputy. D-13-135-10&11.

RIGHT OF WAY EASEMENT Moylan C. Fox, Trustee, and Moylan C. Fox, individually, his wifex, of Salt Lake County, State of Utah, Grantor, for One Dollar and other valuable considerationspaid by Utah Power & Light Company, a Maine Corporation, Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to said Utah Power & Light Company, its successors and assigns, and easement and right of way, and the right, privilege and authority to construct, erect, operate and maintain, lines as now located and constructed for the purpose of transmitting electric or other power, in, upon, along, over, through, and across a piece of land feet in width, situated in the County of Salt Lake and State of Utah, andmore particularly described as follows,

to wit: beginning at a point on the west line of Section 12, Township 1 South, Range 2 West, Salt Lake Base & Meridian, at a point approximately 228 feet north of the 4 corner between Sections 11 and 12 of said Township and Range, thence North 61° 35' East 4402 feet more or less, thence North 28° 46' East 385 feet more or less to the north line of said Section 12; thence West along the section line, 173 feet more or less to a point on the section line which is 25 feet westerly and perpendicular to the center line of Grantee's transmission line; thence South 28° 46' West 250 feet more or less; thence South 61° 35' West, 4295 feet more or less to the west line of said section 12; thence South 168 feet more or less along the section line to the point of beginning. All contained in the north half of said Section 12.

The tract of land herein described being parallel to and 25 feet distant outsides from the center lines

of the two transmission lines of the Grantee as now constructed.

Together with the rights to grantee, its successors and assigns, to place, erect, relocate, inspect and operate all poles, towers, crossarms and fixtures, constituting part of said line and to place and maintain such other appurtenances, useful or necessary to operate said lines, and string additional wires and cables, in and as part of said line from time to time, across, through, or over the above described premises: (however, as to the number of towers and poles placed and to be placed upon said land hereunder, it is understood and agreed that only 9 steel towers, 10 two-pole towers and two guys, (the guys to extend beyond the above described land) shall be placed upon said land under this easement for the above consideration; also the right and privilege to cut and remove from said premises, and on either side thereof, any timber, trees or overhanging branches, or other obstruction, which do or may endanger the safety, or interfere with the use of said poles or towers or fixtures or wires thereto attached, and the right of ingress and egress, to and over the above described premises for the purpose of repairing, renewing and inspecting said poles, towers, fixtures, wires and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any or all of said improvements upon, over, or on said lands.

Together with all the rights, easements, privileges and appurtenances which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns forever. And the said granter does for himself and successors in trust covenant with said Grantee, its successors and assigns, that said Grantor is lawfully seized in fee simple of said premises and has a good right to sell and convey the rights herein granted, and the same are free from all mortgages, incumbrances or liens, and that said Grantor will for himself and his successors in trust warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims of all persons whomsoever, Provided that the grantors, their heirs, executors, administrators and assigns, shall have the unrestricted right, at their own risk however as to damage, loss or injury from said transmission lines or the electrical current or energy transmitted thereby, to cultivate the soil, pass over said land, carry their ditches and canals across the same at any point, and otherwise use said land as they maydetermine, subject only to said Grantee's, its successors' and assigns; rights

therein and thereon as hereinbefore determined. IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the 18 day of May, A.D. 1922.

Moylan C. Fox Trustee. Moylan C. Fox

Individually.

State of Utah

County of Salt Lake ) ss.

On this 18th day of May, A.D. 1922, before me, the undersigned, a Notary Public within and for said County and State personally appeared Moylan C Fox personally known to me to be the signer of and the person whose name is subscribed to the within and above instrument individually and as Trustee and duly acknowledged to me that he executed the same. in said capacities.

In witness whereof I have hereunto set my hand and Notarial Seal the day and year in this certificate above



N. A. Robertson

Notary Public.

Residence Salt Lake City Utah

My commission expires Dec 3 1922

Recorded at request of Utah Power And Light Co., May 18, 1922, at 2:36 P.M. in Book 5-Q of L&L page s 412-3. Recording fee paid \$2.10. (Signed) Lillian Cutler, County Recorder, by R G Collett, Deputy.D-13-135-12

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AGREEMENT

Salt Lake City, May 17, 1922.

This agreement made this 17th day of May 1922, withexxxxxxx between Edward P. Le Prohon, party of the first part and L. B. Call, party of the second part, both of Salt Lake City Utah.

Witnesseth: party of the first part has delivered to party of the second part one Hudson Seven Passenger Automobile Engine 28598 Serial Number H-20536. It is understood that the conditional purchase price is \$1,000.00. It is understood that there is a balance due to the party of the first part of Two Hundred and Fifty Dollars (\$250.00) the first day of November, 1922.

In the event that the party of the second part does not pay to the party of the first part the above mentioned \$250,00 on the date due, then the party of the second part will surrender without recourse to law said automobile to the part of the first part. Also will pay to the party of the first part any autorneys fees or other costs necessary to regain possession of the automobile with interest at 7%.

It is understood that the party of the second part has transferred to the party of the first part an assignment of a certain agreement between Addie E. Schiller and Geo. A. Williams in which a payment of \$250.00 is due the First Day of November 1922, and should this contract be paid at that time it will cancel the \$250.00 mentioned in this agreement, or should this contract be transferred or sold by the party of the first part it will constitute a payment, in full on this agreement.

It is further agreed and understood by the party of the second part that this automobile will not leave the state of Utah.

E P Le Prohon
Party of the First Part
L. B. Call.
Party of the Second Part.

M L Wilcox

Witness

Subscribed and swornto before me this % 17 day May 1922. My commission expires —

John N Murray

Recorded at request of E.P. Le Prohon, May 18, 1922 at 4:47 P. M. in Book 3-Q of L&L, page 413. Recording fee paid 90%. (Signed) Lillian Cutler, County Recorder, by R G Collett, Deputy.

469337

## BOND FOR DEED

THIS AGREEMENT, made in duplicate this First day of December A.D. 1919, by and between John J. Jacobs and Emily Jacobs, his wife hereinafter designated as the Seller, and John C. Jacobs & Leda P Jacobs his wife hereinafter designated as the buyer, of Salt Lake City

WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer, and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the County of Salt Lake, State of Utah, to-wit:

Beginning at a point 60.4 feet South and 33 feet West of the Northeast corner of Lot 5, Block 2, Five Acre Plat "A", Big Field Survey, and running thence South 40 feet; thence West 103.7 feet; thence North 28°45' West 45.6 feet thence East 125 feet to the place of beginning.

Seller reserves right-of-way over drive on the South side of house.

Said buyer hereby agrees to pay for said described premises the sum of Three Thousand and no/100 dollars, payable at 1920 So. 8th East St. in Salt Lake City, Utah, strictly within the following times, to-wit: Four Hundred and no/100 dollars cash, the receipt of which is hereby acknowledged.

And Twenty-five dollars (\$25,00) or more on or before the First day of January, 1920 and Twenty-five dollars (\$25.00) or more on or before the First day of each and every month thereafter until Fourteen Hundred Dollars (\$1400.00) is fully paid together with interest at the rate of 7% per annum on all deferred payments; interest to begin December 1st, 1920.

Said monthly payments to be applied first to the payment of interest and second to the reduction of the principal. Interest shall be charged on all unpaid portions of the purchase price at the rate of seven per cent per annum, payable monthly.

In addition to the above monthly payments buyer agrees to assume and pay mortgage of Twelve Hundred Dollars

(\$1200.00) held by Ashton-Jenkins Co. and to pay all interest thereon from date hereof.

It is understood and agreed that if the seller accepts payments from the buyer on this contract other than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to forfeiture hereinafter mentioned.

The seller is hereby given the option to execute and maintain a loan secured by mortgage upon said property of not to exceed \$1200.00, bearing interest at the rate of not to exceed seven per cent. When the principal has been reduced to the amount of the loan and mortgage, the seller agrees to convey and the buyer agrees to accept title to the above described property subject to said loan and mortgage. It being understood that this \$1200.00 is the mortgage which buyer agrees to assume as referred to above.

The buyer agrees upon written request from the seller to make application to a reliable Building and Loan Society for a loan of such amount that can be procured under the regulations of the said society; and hereby agrees to apply any amount so received on the purchase price herein and that he will execute the papers required and pay the expenses necessary to obtain the said loan.

Said buyer agrees to pay all taxes and assessments of whatsoever nature which are and which may be levied or assessed against said premises. Amount of present assessments are \$ none.

The buyer agrees to pay the general taxes after the year 1919

The buyer agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the seller in the sum of not less than Fifteen Hundred Dollars.

In the event the buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as hereinbefore provided for, and in the event the seller shall, as he may at his option, pay said taxes, assessments, or insurance premiums, or either of them, then the buyer agrees to repay the seller upon demand all such sums so advanced and paid by him together with interest thereon from date of payment of the said sums at the rate of one per cent per month until paid and same shall be secured by this contract.

In the event of a failure to comply with the terms hereof by the buyer or upon failure to make any payment when the same shall become due, or within Sixty days thereafter, the seller shall be released from all obligations in law and equity to convey said property, and the said buyer shall forfeit as liquidated damages all payments

a.K.