

First parties agree that the title to said premises shall be and is good and marketable and that upon the faithful performance of the above undertaking, and the payment of principal and interest as herein specified, within the time herein specified, together with taxes and insurance that the said first parties shall and will convey said premises to the party of the second part by good and sufficient Warranty Deed conveying said premises with the appurtenances free of all incumbrances, provided always and these presents are upon the express condition that in case of failure of the second party in the performance of any of the foregoing covenants and conditions, the first parties or their legal representative shall have the right upon giving thirty days written notice to second party to declare this contract void and repossess said premises as in their first and former estate and to retain all money paid upon this contract as absolutely forfeited as liquidated damages and rents, time being the essence of this contract.

Witness the hands of said parties, this day and year first above written.

Witness:

G. H. Backman

William R Plummer

Jane Plummer

Theo. Petersen

State of Utah, }  
Salt Lake County. } ss. On the 16<sup>th</sup> day of April, 1912, personally appeared before me  
William R. Plummer and Jane Plummer, his wife, the signers of the above instrument, who  
duly acknowledged to me that they executed the same

My Commission expires

Jan 31 1914,



Gustave H. Backman

Notary Public.

Recorded at request of Hurd & Hurd. Apr. 22, 1912. At 4:40 P.M. In Book 25 of Leases &  
Leases. Pages 248-9. Abstracted in "G 13" Page 149, line 37. Recording fee paid \$2.  
(Signed) F. J. A. Jaques, Recorder, Salt Lake County, Utah. By R. G. Collett, Deputy.

\* 294109

Lease

This Indenture, Made this ~~16<sup>th</sup>~~<sup>22<sup>nd</sup></sup> day of ~~April~~<sup>July</sup>, A.D. 1910, between Valley Investment Company, a corporation of the State of Utah, party of the first part, and Western Fuel Company, likewise a corporation of same State, 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 to be kept and performed by the said party of the second part, its successors and assigns, has demised and leased, and by these presents does demise and lease to the said party of the second part, all of the following described property situate in the City and County of Salt Lake, State of Utah; viz, All of lots three (3) and eight (8), in Block twenty-nine (29), Plot "A," Salt Lake City survey.

To Have and To Hold the said premises with appurtenances unto the said party of the second part, for a term of twenty-five (25) years, beginning at 12 o'clock noon on the first day of August, 1910, and ending at 12 o'clock noon on August first, 1935, The said party of the second part hereby agreeing to pay rent therefor as follows: For the first five years of said term, the sum of Eighteen Thousand Dollars (\$18,000), payable in installments of \$300.00 per month, monthly in advance on the first day of each and every month during said first five years: For the second five years of said term the sum of Nineteen Thousand Eight Hundred Dollars (\$19,800), payable in installments of \$330.00 per month, monthly in advance on the first day of each and every month during said second five years; For the third five years of said term the sum of Twenty-one Thousand Six Hundred Dollars (\$21,600), payable in installments of \$360.00 per month, monthly in advance on the first day of each and every month during said third five years: For the fourth five years of said term the sum of Twenty-Three Thousand Four Hundred Dollars (\$23,400), payable in installments of \$390.00 per month, monthly in advance on the first of each and every month during said fourth five years: For the last five years of said term the sum of Twenty-five Thousand Two Hundred Dollars (\$25,200), payable in installments of \$420.00 per month, monthly in

advance on the first day of each and every month during said last five years.

It is stipulated and agreed by and between the parties hereto, that inasmuch as there is a lease already held by the second party herein from the first party herein on a part of the premises herein leased, running until September first, 1911, and which is this day cancelled by mutual consent, that there shall be rebated to said second party by said first party, the sum of \$ 5000 per month until September first 1911, out of said monthly payments of \$300.00 otherwise to be paid during said periods.

It is stipulated and Agreed, that the said lessee will pay and discharge all taxes and assessments whatsoever as shall or may be assessed, levied or imposed upon said premises, or any part thereof; also water rates and taxes for water used in and about the demised premises, also all gas and electric light charges for gas, electric light and power used on said premises.

It is Further stipulated and Agreed, that the said lessee will furnish a good and sufficient bond with surety to be approved by the lessor, to secure the payments of the rent for each succeeding year during the term hereof. The bond to cover <sup>only</sup> one year's rent, and to be given at the beginning of each rental year.

The said lessee covenants and agrees that if said rent above reserved, or any part thereof, shall be and remain unpaid for ten days after the same shall become due, or if default be made in any of the covenants or agreements herein contained to be kept by said lessee, it shall be lawful for said lessor, its successors or assigns, without notice or legal proceedings, to re-enter and take possession of said premises and every part thereof as in its first and former estate.

The said lessee further covenants and agrees to take good and sufficient care of said premises, and not to suffer or commit any waste whatever; and to deliver up said premises to said lessor at the expiration of said term in as good order and condition as when the same entered upon by said lessee, and that said lessee will not let or underlet said premises or any part thereof, without the written consent of said lessor first had and obtained; that it will pay all costs and attorney's fees and expenses that shall arise from enforcing the covenants or agreements of this lease.

It is stipulated and Agreed, that all improvements of whatsoever kind or nature that may be made by the lessee on the premises herein leased, during the term of this lease, shall revert to and become the property of the lessor at the expiration of this lease by limitation, or sooner, if said lease be forfeited by said lessee, by reason of a breach of any of the covenants or agreements to be kept and performed by said lessee.

It is Mutually Agreed, that the lessee shall have the right to purchase the premises herein demised, at the expiration of the term of this lease, at such price as may be agreed upon by the parties hereto; in the event however that no agreement can be had, then two appraisers, one to be selected by each of the parties hereto, shall appraise said property for the purpose of determining its value; should said appraisers be unable to agree, then they are to select a third person, and the price fixed as the value of the property by the majority of said three appraisers shall be final, and be binding on the parties hereto.

It is Agreed, that the monthly rents herein mentioned shall be paid to the credit of the first party at the National Bank of the Republic of Salt Lake City, Utah,

In Witness Whereof, the first and second parties, by resolutions of their respective Boards of Directors, have caused these presents to be subscribed in duplicate respectively by their presidents and secretaries, and the corporate names and seals of each Company to be hereunto affixed, this 22nd day of July A.D., 1910.

attest:

A. J. Young



Valley Investment Company

By Jos. P. Megeath

Its President

Jos. P. Megeath

Its Secretary



Western Fuel Company

By C. H. Fisher

Its President

Attest:

A. J. Young

A. M. Jarland

His Secretary.

State of Utah,

County of Salt Lake ss.

On this 22nd day of July A.D., 1910, personally appeared before me, Jos. P. Mcquath who being by me duly sworn did say; that he is the President of the Valley Driveway Company, and that said instrument was signed in behalf of said corporation, by authority of a resolution of its Board of Directors, and said Jos. P. Mcquath acknowledged to me that said corporation executed the same.

My commission expires,

August 6th, 1913



John Stringham

Notary Public.

State of Utah,

County of Salt Lake ss.

On this 22nd day of July A.D. 1910, personally appeared before me, C. H. Fischer who being by me duly sworn did say; that he is the President of the Western Fuel Company, and that said instrument was signed in behalf of said corporation, by authority of a resolution of its Board of Directors, and said C. H. Fischer acknowledged to me that said corporation executed the same.

My commission expires

August 6th, 1913



John Stringham

Notary Public.

Recorded at request of Western Fuel Co. Apr. 25, 1912 At 3:20 P.M. In Book "2V" of Leases & Leases, Pages 249-50-51. Abstracted in "C11" Page 85, Line 12. Recording fee paid \$2.90

(Signed) J. J. A. Jaques, Recorder, Salt Lake County, Utah. By Jesse J. Cannon, Deputy.

\* 294110

Assignment.

For value received, We hereby sell, assign, transfer, and set over to Alfred W. Peterson of City and County of Salt Lake, State of Utah, and to his heirs and assigns forever, that certain Agreement in our favor, executed by Leon Bone on the 7 day of November A.D., 1910, and recorded January 3<sup>rd</sup> 1912 in Book 2X of ~~Leases~~ <sup>Leases</sup> pages 24 records of Salt Lake County, State of Utah together with the promissory note secured thereby, and the money due and to grow due thereon (But without recourse on us).

To Have and To Hold the same to the said Alfred W. Peterson heirs and assigns to his and their sole use, benefit and behoof forever.

In Witness Whereof, we have hereunto set my hand and seal at the City and County of Salt Lake, State of Utah, this 20 day of April A.D., 1912.

Signed in Presence

Dave Muir

Joseph Erastus Johnson

Florence C. Johnson

State of Utah,

County of Salt Lake. } ss.

On the 20<sup>th</sup> day of April A.D. 1912, personally appeared before me Joseph Erastus Johnson & Florence C. Johnson the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires

Aug. 23, 1913



Robert G. Atkinson

Notary Public.

Recorded at request of Alfred W. Peterson Apr. 25 1912 At 3:21 P.M. In Book "2V" of Leases & Leases, Page 251. Abstracted in "C9" Page 279, line 3. Recording fee paid 70¢

(Signed) J. J. A. Jaques, Recorder, Salt Lake County, Utah. By R. G. Collett, Deputy.

\* 294102

Agreement.

It is Herely Mutually Agreed by and between the undersigned as follows to wit:--  
That, Whereas, Aurelius Miner, sole executor of the estate of Thomas Harris deceased, by virtue of the power and authority vited in him as such executor in the last will and testament of Thomas Harris, deceased, executed two certain deeds, one of which was to Olive Louise Corner Harris Vincent and Mary Elizabeth Corner Harris on the 9<sup>th</sup> day of July 1896; and the other deed executed on the same date to Jane Elizabeth Giles Harris, and,--

Whereas, said executor reserved from the land conveyed in said deed an easement for a right of way sixteen and one-half (16 1/2) feet wide over the following described real estate:--

See deed in "378" Page 119-20  
" " " " " " 143-4