

Recorded at the request of Arthur Meads Sep 18, 1924 at 1:34 P. M. in 3-V of L. & L. Pages 204-205 Recording fee paid \$1.30. (Signed) Lillian Cutler, Recorder Salt Lake County, Utah By R G Collett Deputy C-14-207.

519530 RIGHT - OF - WAY AND AGREEMENT

THIS INDENTURE made this 12th day of July, A. D. 1924, between THOMAS E. JEREMY of Salt Lake City, Utah, first party, hereinafter called grantor, and SALT LAKE CITY, a municipal corporation of Utah, the second party, hereinafter called grantee, WITNESSETH;

THAT for and in consideration of the sum of One Dollar (\$1.00) to him in hand paid, receipt whereof is hereby acknowledge, by the grantee, and of the covenants and agreements to be performed by the grantee, the grantor hereby gives and grants to the grantee a right-of-way to construct, operate and maintain an open sewerage and drainage canal over and through land belonging to the grantor, situate in the Northeast quarter of Section 9 and the Southeast quarter of Section 4, Township 1 North, Range 1 West, Salt Lake Meridian, which said right-of-way shall be thirty-five ft. in width, the Center line of which is described as follows:

Beginning at a point on the South line of grantor's land, 1,320 feet South and about 230 feet West of the Northeast Section corner of Section 9; thence Northwesterly about 4,900 feet, more or less, to the West line of grantor's land, and 100 feet, more or less, Southerly of the West bank of the Jordan River, excepting, however, from the above described right-of-way, a stretch of 150 feet where the same crosses a certain right of-way conveyed by George Baldwin to the Utah Power Company on July 7th, 1923, for power line purposes.

THAT in consideration of the granting of a right-of-way by the grantor, said grantee covenants and agrees that all construction work done in the construction of said canal shall be done in such manner as not to cause damage to the property of the grantor adjacent to said canal.

Said grantee will construct and maintain suitable bridges over said canal at such point on the grantor's land as shall be designated by said grantor. That the said grantee will repair and keep in repair all fences of the grantor intersecting said right-of-way.

THAT the said grantee will pay to the grantor any damages arising from injury to the grantor's land or crops grown thereon, by reason of the over-flow of the waters in said canal. And the grantor is given the right to use the waters of said canal for irrigation and other beneficial purposes.

IN WITNESS WHEREOF, the grantor has signed these presents, and the grantee has caused these presents to be signed by it's Mayor and attested by it's Recorder, and the corporate seal to be affixed, the day and year first above written.

ATTEST:
W A LEATHAM
CITY RECORDER

SALT LAKE CITY
CORPORATE SEAL
UTAH.

Thomas E Jeremy
GRANTOR
SALT LAKE CITY
GRANTEE
By C. Clarence Neslen
MAYOR

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On this 14th day of July, 1924, personally appeared THOMAS E. JEREMY, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

D. O. Willey,
Notary Public
Salt Lake City-State of Utah.
Commission expires
Jan. 10, 1925.

D O Willey
Notary Public, Residing in
Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) SS August

On this 15th day of July, 1924, personally appeared before me C. CLARENCE NESLEN, who being by me duly sworn did say: That he is the Mayor of Salt Lake City, a municipal corporation of Utah, and that said instrument was signed in behalf of said municipal corporation by authority of a resolution duly passed by the City Commission of said municipal corporation, and the said C. Clarence Neslen acknowledged to me that said corporation executed the same.

H. Warren Smith,
Notary Public
Salt Lake City-State of Utah.
Commission expires
Dec. 26, 1925.

H Warren Smith
Notary Public Residing in
Salt Lake City, Utah

Recorded at the request of City Auditor Sept 18, 1924 at 2:55 P. M. in 3-V of L. & L. Page 205 Recording fee paid \$1.30 (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah by R. G. Collett Deputy D-16-7-22 & 23 D-16-1-7.

519547
* State of Utah)
COUNTY OF SALT LAKE) ss.

Notice is hereby given, that under and by virtue of a writ of Attachment issued out of the City Court of Salt Lake City, Salt Lake County, Court of the State of Utah, of which the annexed is a true copy, I have this day attached and levied upon all the right, title, claim and interest of J. ALBERT SHAW and LIZZIE SHAW defendants, or either of them, of, in and to the following described Real Estate, standing on the records of Salt Lake County, in the name of Lizzie Shaw and particularly described as follows:

A part of the southwest quarter of section six, township two south of range one east, Salt Lake Meridian; beginning at a point on the south side of a two rod lane running east and west; 22.76 chains north and 8.19 chains west from the south east corner of said quarter section, and running thence west along the south side of said lane 19 chains to the center of the State or Territorial Road; thence southerly along the center of said road 3.27 chains; thence along a fence and ditch bank north 86 degrees east 9.95 chains; thence onward along a fence and ditch bank south 6-3/4 degrees east, 3.46 chains; thence onward along a fence and ditch bank south 45-3/4 degrees east, 5.27 chains thence north 26-1/2 degrees east 10.85 chains to the place of beginning containing 8.42 acres more or less located in Salt Lake County, State of Utah.

Dated Sept., 18th 1924. 191

BENJAMIN R. HARRIES
Sheriff.
By F M Mathews
Deputy Sheriff.
#56129

JOSEPH HOFFMAN
Plaintiff,
vs.
J. ALBERT SHAW and LIZZIE SHAW
Defendants.

CITY COURT OF SALT LAKE CITY

WRIT of ATTACHMENT

No. 49578

See Sheriff's Act. of Sale # 530252 in this book, pg. 368.