

continuously thereon except during the winter and spring months when it would be impracticable to work because of weather conditions. All work to be done in a workmanlike and miner like manner.

(b) To pay or cause to be paid to the lessor a royalty of ten per cent on the smelter returns after deducting charges for assaying, transportation and smelter treatment, the smelter purchasing said ore shall issue duplicate settlement sheets, one for the lessor and one for the lessee.

(c) All ore mined shall be shipped in the name of Moses Paggi. The officers or agents of the lessor may at all times be permitted to enter upon and into the workings of said mine and all parts thereof and shall be permitted to use all appliances of the lessee for making inspection.

(d) There shall be no liability for the failure of the lessee to work continuously, other than the forfeiture of this lease.

In the event that the said lessee shall fail to comply with all of the conditions herein agreed to be performed and kept by him then this lease shall terminate and cease absolutely and the right of the said lessee to work and operate said mine shall be terminated, though he shall have a reasonable time in which to remove all ore which he may have mined and in the event of the termination of this lease or at the expiration thereof said lessee agrees to deliver up said premises to the lessor with all workings which he has run open and in good condition without demand or notice.

The lessee shall upon request give to the lessor such reports as may be necessary or convenient for the use of the lessor in making any Government or State reports which it may be required to make.

The lessor for and in consideration of the covenants and agreements herein contained and of one dollar in hand paid to it does hereby give and grant to the lessee the right, privilege and option of purchasing all the property herein leased for the sum of \$12,500.00 provided that the lessee shall pay to the lessor the full purchase price on or before the 15th day of August, 1926 and the lessor agrees that it will within five (5) days cause to be executed its deed conveying the said property to the lessee or such a person as he may designate and place said deed in escrow with Walker Brothers Bank at Salt Lake City, Utah, with instructions to deliver the same upon the payment of said sum of \$12500.00 on or before two (2) years from date hereof.

The said lessor shall upon request of the lessee cause to be prepared and deliver to the lessee an abstract of title showing a good, marketable and clear title to the patented mining claims above named and a good location title to the unpatented claims free from liens.

The lessee shall advance the costs of the abstracts and the amount so advanced shall be deducted from the purchase price herein agreed to be paid and if the abstracts shall show that the lessor has not such a title as it agrees to transfer and it cannot within a reasonable time perfect such a title then the lessor will re-pay to the lessee the amount which he shall have advanced for the abstract.

Further agreed that any royalty which may be paid by the lessee shall apply upon the purchase price.

It is expressly understood that this lease and option to purchase are concurrent agreements and in the event the said lease shall for any reason be terminated thereupon this option to purchase shall be terminated and it is further understood that time is of the essence of this option and that if the payment shall not be made strictly on or before the date herein provided then this option shall cease and terminate absolutely.

In order to give the lessee further assurance of title in the event he shall purchase the property herein described the lessor will deposit with Walker Brothers Bank all of the outstanding stock except 34000 shares and it will endeavor to have all the outstanding stock deposited and it also will deposit the Treasury Stock with Walker Brothers Bank with instructions that in the event the lessee shall make the payment for the purchase of the property as herein provided that after the lessor shall have distributed to its stockholders the money on hand and paid its obligations and wound up its business that thereupon said stock shall be delivered to the lessee.

If the lessee shall ship ore from said property within the term of this lease and option he shall make such report or return of his net proceeds as the State Board of Equalization may require and if the lessee shall make any net profits or proceeds as defined by the statutes of Utah in the operation of said mine under said lease after the payment of the royalty to the lessor, then the lessee shall pay such taxes as may be assessed and levied against the property herein described which may be based upon the valuation placed upon said property by reason of such net proceeds made by the lessee.

EXECUTED IN DUPLICATE at Salt Lake City, Utah, this 15 day of August, 1924.

Big Cottonwood Silver  
King Mining & Milling Co.,  
Corporate Seal  
Utah.

BIG COTTONWOOD SILVER KING MINING &  
MILLING CO., a corporation,  
By John S Johnson President.  
M M Johnson Secretary.  
Lessor.  
Moses Paggi  
Lessee.

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

On this 15 day of Aug, 1924, personally appeared before me John S. Johnson, President, and M. M. Johnson, Secretary of the Big Cottonwood Silver Mining and Milling Company, who having been by me severally duly sworn, severally on oath depose and say: That they are the President and Secretary respectively of the Big Cottonwood Silver Mining and Milling Company, and that they signed the foregoing Lease and Bond by authority of a resolution of the Board of Directors.

Allen T. Sanford,  
Notary Public  
Salt Lake City-State of Utah.  
Commission Expires  
Oct. 7, 1927.

Allen T. Sanford  
Notary Public, residing at  
Salt Lake City, Utah.

My commission expires,

Recorded at request of Moses Paggi Sep 23 1924 at 10:53 A.M in 3-W of L&L Pgs 45-6 Recording fee paid \$3.30 (Signed) Lillian Cutler Recorder Salt Lake County Utah by R G Collett Deputy. J-487-22-488-2-488-22-489-2-489-22-490-2-492-3-492-22-493-2-216-26-217-6-217-26-218-6. M-432-21-433-1421 A-179-12-I-222-15.

519773

EASEMENT AGREEMENT

THIS AGREEMENT, made this 19<sup>th</sup> day of September, A. D. 1924, by and between N. E. MATHEWS and DORA MATHEWS, his wife, parties of the first part, and SALT LAKE CITY, a municipal corporation of the State of Utah, party of the second part,

WITNESSETH:

THAT WHEREAS, parties of the first part have constructed two dwelling houses on the following described real property, situate, lying and being in Salt Lake City, Salt Lake County, State of Utah, to-wit:

Commencing at the N. W. corner of Lot 6, Blk. 11, Plat "A", thence East 5 rods; thence South 10 rods; thence West 5 rods; thence North 10 rods to place of beginning, known as Nos. 435 and 437 West 7th South Street.

AND WHEREAS, Salt Lake City under date of May 16, 1924, passed an ordinance relating to sewers and known as Section 1677X1, which ordinance is hereby referred to, incorporated herein and made a part hereof; and

WHEREAS, the Board of Commissioners of Salt Lake City upon the recommendations of its City Engineer will permit both of said dwellings to be connected to the main line sewer lateral upon the parties of the first part, executing an agreement to conform with the provisions of said Section 1677X1, herein referred to.

NOW, THEREFORE, in consideration of Salt Lake City granting permission to connect both of said dwelling houses to the same lateral, the party of the first part hereby agrees that in the event of said dwelling houses being sold or disposed of separately, the grantees shall have a perpetual easement over and through the above described premises for the purpose of constructing, maintaining and operating each separate sewer

connection, and the separate owners shall have the easement running with the land for the purpose of maintaining said sewers as aforesaid and that the owners of said property shall bear and pay their proportionate share for the maintenance and repair of said sewer connection whether the expenditure, maintenance or repair is or becomes necessary upon their own premises or upon the premises with which they are connected.

WITNESS the hands of the parties hereto the day and year first above written.

A G Matthews.  
Dora Matthews  
Parties of the first part.

Attest:  
W. A Leatham  
City Recorder  
H Warren Smith  
Chief Deputy

Salt Lake City, Utah.  
Corporate Seal

SALT LAKE CITY CORPORATION,  
By C. Clarence Neslen  
Mayor.

STATE OF UTAH }  
COUNTY OF SALT LAKE }SS.

On the 19th day of September, A. D. 1924, personally appeared before me H. E. Mathews and Dora Mathews his wife, personally known to me to be the signers of the above instrument, who duly acknowledged to me that they executed the same.

Elsie M. Kemp,  
Notary Public  
State of Utah.  
Commission Expires  
Oct. 14, 1927.

Elsie M. Kemp.  
Notary Public, residing at  
Salt Lake City, Utah.

My commission expires:  
Oct. 14, 1927.

STATE OF UTAH }  
COUNTY OF SALT LAKE }SS.

On the 22nd day of Sept., A. D. 1924, personally appeared before me C. Clarence Neslen and Wm. A. Leatham, who, being by me duly sworn, did say that they are respectively the Mayor and City Recorder of Salt Lake City, and that the name of Salt Lake City was attached to the foregoing instrument by C. Clarence Neslen as Mayor and signed by him and countersigned by Wm. A. Leatham as City Recorder, by authority of a resolution of Board of Commissioners of Salt Lake City passed on the 22nd day of Sept., 1924, and said persons acknowledged to me that said corporation executed the same.

S. H. Keddington,  
Notary Public  
Salt Lake City-State of Utah.  
Commission Expires  
Nov. 21, 1927.

S. H. Keddington  
Notary Public, residing at  
Salt Lake City, Utah.

My commission expires:  
Nov. 21, 1927

Recorded at request of A G Matthews Sep 23 1924 at 2:30 P.M. in 3-W of L&L Pgs 46-7 Recording fee paid \$1.50  
(Signed) Lillian Cutler Recorder Salt Lake County Utah by R G Collett Deputy. C-11-23-43.

520214

ORIGINAL

This agreement made and entered into this the 30th, day of August A. D. 1924 by and between J. L. Dobson and Hester Dobson, his wife, parties of the first part and Roy Thomas and Clara Thomas, his wife, parties of the second part all of the County of Salt Lake, State of Utah; WITNESSETH: That for and in consideration of the sum of One Dollar and other valuable considerations the parties of the first part hereby agree to sell, convey and set over to the second parties the following described land and personal property to wit;

All right, title and interest in the Sixty acres of land, more or less, described as follows, beginning at the north east corner of the south east quarter of Section 16, Township I North, Range I West, S. L M. and running thence west 80 rods; thence South 78 rods: thence east 80 rods, thence south 4.5 rods; thence north 87 1/2° East 20.6 rods to the west bank of the Jordan River thence north easterly along the west bank of the Jordan river to a point 32 rods south and 50.4 rods east from the point of beginning; thence north 32° east 25.8 rods; thence north 87 1/2° west 44 rods; thence north 72 1/2° west 20.4 rods to the point of beginning, being all of the north east quarter of the south east quarter of Section 16, aforesaid, excepting a strip of land 2 rods wide on the south side of said tract, and part of lots 9 and 10 Section 15, Township and Range aforesaid,

The personal property is described as follows, One brown horse about II years old, weight 1200 and branded with "BT". One bay horse 5 years old, weight 1410 lbs.; Two hieffers 1 & 2 years old color black and white; One red sow & 10 pigs and about a 100 head of poultry, some are hens and some are chickens; Three work harness, Three collars, Four halters; One Bain wagon, One mower, one iron hay rake, One small disc harrow, One spike tooth harrow, One three horse Fresno scraper, Two double trees & single trees, One walking plow 12 inch, One double shovel plow, One garden seeder & cultivator, One garden rake, Two garden hoes, One grind stone, One wagon scale, Two pitch forks, One hay knife, One hay derick with pullies and fork, Two long handle shovels, One axe, One crowbar, One vice and other tools One float leveler, Twenty Five shares of North point consolidated irrigacion Company's water stock, and one spring tooth harrow and also about 50 tons of alfalfa hay now stacked on the premises.

Also a right of way in the lane on the north side of the said permises going west to the County Road. Also the first parties hereby sell and turn over all their right and interest in that certain law suit now pending against the above mentioned water company for damages, the second parties assuming the future expenses in connection therewith, Also the bill and claim for damages against the Salt Lake County Drainage District No. 2 and the first parties agree to testify and furnish evidence for the collection of said claims.

The full purchase price to be paid to the first parties by the second parties for the above described land, personal property and claims is the sum of Five Thousand Dollars and the sum of One Hund ~~red~~ (100.00) Dollars in cash has been received on the said purchase price.

It is agreed that the second parties shall make dilligent efforts to negotiate and secure a loan on said land for a sum of from Two to Three Thousand Dollars and when said loan is arranged for the first parties shall give to the second parties a warranty deed for said premises and an abstract showing good and marketable tile, and a bill of sale for the personal property, and then the mortgages and leins on said land shall first be paid out of the loan money and the balance of the loan money shall be turned over to the first parties. And then at that time the second parties shall give to the first parties a second mortgage on said land for such a sum of money as shall be the difference between the ~~fix~~ first mortgage money secured by the second parties and the Forty Nine Hundred Dollars balance of the purchase price.

Said last mentioned mortgage shall run for a term of Eight years and at Six per cent interest per annum payable annually.

Possession and use of the above described land and property shall be given upon the signing of this agreement and the benefit of the use and occupation of said premises and property shall ~~xx~~ belong to the second parties with out charge pending their securing of the loan and the getting of the warranty deed.

The second parties agree to take good care of the permises, property, stock, tools, impliments, fences ditches and appurtenances and to make same their first duty and concern in order that success may be achieved.

27

See W.D # 524975 in bk 12-11 pg 70