

The Buyer, his heirs, executors, administrators, successors or assigns, agree that no estate in or possession of the said premises shall be sold, transferred, granted or conveyed to any person not of the Caucasian race. The Seller on receiving the payments herein reserved to be paid at the times and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, an abstract brought to date at time of sale or at time of delivery of deed at the option of Buyer.

It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto.

The Buyer and Seller each agree that should they default in any of the covenants and agreements contained herein, to pay all costs and expenses that may arise from enforcing this agreement, either by suit or otherwise, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

SIGNED IN THE PRESENCE OF: _

HERRICK AND COMPANY
By N L Herrick, President.
The Seller
C. H. Denhalter
Myrtle B. Denhalter
The Buyer

State of Utah,)
County of Salt Lake.) s.s.

On the 8th day of July one thousand nine and thirty (1930), personally appeared before me C. H. Denhalter one of the signers of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires
April 18th 1933.

THOS. LEWIS,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
APR. 18-1933

Thos Lewis
Notary Public,

Recorded at request of C H Denhalter July 9 1930 at 2103 P. M. in #71 of L & L pages 367-368. Recording fee paid \$2.50. (Signed) Aurora H. Hiatt Recorder Salt Lake County Utah By Thomas Lewis Deputy. (Reference 8-12-192-59.)

4688293

AGREEMENT, made and entered into this 9th day of July, 1930, by and between G. S. BASTIAN, a widower, of Salt Lake County, State of Utah, of the first part, and UTAH COPPER COMPANY, a corporation of the State of New Jersey, of the second part, WITNESSETH:

That the said G. S. Bastian, for good and valuable consideration to him paid, the receipt whereof is by him hereby acknowledged, does hereby -

First: Disclaim any right, title or interest in or claim or demand with relation to all or any part of the following described property, rights, privileges and easements, situate in Salt Lake County, State of Utah, to wit:

(a) All the waters of Bingham Creek, including all spring waters that have their source at or near the mouth of Bingham Canyon, on Section 18, Township 3 South, Range 2 West, Salt Lake Base & Meridian; and also all waters having their source in the tunnel which empty into the said Bingham Creek or are conveyed across said creek at a point near the vicinity of the point where said springs are situate in said section, township and range, and all waters and the use thereof not hereinbefore described that in any manner or at any time find their way into Bingham Creek, whether a part of the land or resulting by virtue of development, use, appropriation, application to appropriate, or certificate of appropriation, including all percolating waters and all waters flowing either upon or beneath the surface in channels known or unknown, defined or undefined, and the right to develop, take, appropriate, use and consume the same.

(b) That certain ditch or canal from the Utah-Apex tailings pond near the mouth of said Bingham Canyon easterly and southerly over, through, across and to the section line between Sections 22 and 27, Township 3 South, Range 2 West, Salt Lake Base & Meridian, commonly known as the "Bastian Ditch".

(c) Sections 18, 21, 22 and 23, of Township 3 South, Range 2 West, Salt Lake Base & Meridian. Second: The said G. S. Bastian does hereby withdraw all protests and objections and forever discharge all claims that he may now have or ever has had or made against the said Utah Copper Company, or anyone in privity with said Utah Copper Company, in opposition to the appropriation, diversion, use, interception or consumption of or interference with the waters of said Bingham Creek, or any thereof, including the waters of all tributaries and sources of supply, and he does hereby confirm in said Utah Copper Company the right to catch and all appropriations, diversions, uses, interceptions and consumption of and interference with said waters that Utah Copper Company heretofore has made or shall hereafter make.

Third: The said G. S. Bastian does hereby release and discharge the said Utah Copper Company of and from all claims, demands and causes of action of every kind and nature growing out of anything heretofore occurring, and particularly resulting from, growing out of or incident to the use, diversion or consumption by Utah Copper Company of said waters of Bingham Creek, as well as from all claims and demands for the contamination or pollution of said waters or the rendering of the same unfit for purposes of irrigation or other uses; and the said G. S. Bastian hereby consents that the said Utah Copper Company may apply said waters to any purpose, use or uses the said Utah Copper Company shall desire, and therein pollute or contaminate said waters as such purpose, use or uses shall necessitate or render desirable to the said Utah Copper Company.

Executed in duplicate the day and year first hereinabove written.

G S Bastian
Party of the First Part.

In the presence of:
Jas. Ingobretsen

UTAH COPPER COMPANY,
NEW JERSEY
1904
CORPORATE SEAL

UTAH COPPER COMPANY,
By D D Moffat
Its Vice-Pres. & Gen'l Mgr.
Party of the Second Part.

ATTEST:
Chas. B. Parsons
Asst Secretary.

APPROVED AS TO FORM
DICKSON, BLISS, PARSONS & MCCREA
BY C C Parsons
ATTORNEY

STATE OF UTAH,)
County of Salt Lake.) ss:

On the 9th day of July, 1930, personally appeared before me G. S. Bastian, who signed the above and foregoing instrument, and duly acknowledged to me that he executed the same.

My commission expires:...

JAMES INGEBRETSEN, NOTARY PUBLIC, SALT LAKE CITY-STATE OF UTAH, COMMISSION EXPIRES JUNE 10, 1932

James Ingebretsen, Notary Public, residing at Salt Lake City Utah

STATE OF UTAH,) County of Salt Lake,) ss:

On the 10th day of July, 1930, personally appeared before me D. D. Moffat, who, being by me duly sworn, did say that he is the Vice-President and General Manager of Utah Copper Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said D. D. Moffat acknowledged to me that said corporation executed the same.

My commission expires: Jan 5, 1933

Geo. A. Scutter, NOTARY PUBLIC, SALT LAKE CITY-STATE OF UTAH, COMMISSION EXPIRES JAN. 6, 1933.

Geo. A. Scutter, Notary Public, residing at Salt Lake City, Utah.

Recorded at the request of Utah Copper Co., July 10, 1930, at 2:48 P. M. in Book #71 of L & L, pages 368-69. Recording fee paid \$3.30. (Signed) Aurura H. Hiatt, Recorder, Salt Lake County, Utah, by R. G. Collett, Deputy (Reference: D-15-142-31, D-15-154-25, D-15-139-35, 141-27, 143-26, Entered in Water Index #4616.)

#658297

AGREEMENT.

THIS AGREEMENT, made this 25th. day of June A. D. 1930, between George Wells of the Town of Bingham, Salt Lake County, State of Utah, hereinafter called the Vendor, and H. T. Garvin of the same place hereinafter called the Vendee.

WHEREAS the Vendor has this day delivered to and hereby agrees to sell to the Vendee for the sum of Three Hundred Thirty Four & 78/100 (\$334.78) Dollars, upon the conditions hereinafter set forth, the following personal property, to-wit:

One Refrigerating Plant now located in the Copper King Restaurant known as Harry's Lunch, Bingham, Salt Lake County, State of Utah, with all its equipment, Compressor, Coil, Water Cooler, etc., complete.

The Vendee agreeing to and does receive said property, and to pay the Vendor therefor, at his place of business, said amount as follows, to-wit: The sum of \$50.00 upon the execution hereof and the sum of \$85.00 on the 25th. day of each and every month hereafter until the whole sum above mentioned, or any judgment obtained therefore, is fully paid, when title to said property shall vest in the vendee; but until then, title shall remain in the vendor.

It is further agreed that in the event of failure by the Vendee to pay any installment as it becomes due, or in case the Vendee removes the property from its present location in said Copper King Building, without the written consent of the Vendor, or in case the property is destroyed in any manner, the whole sum mentioned above or so much of it then remaining unpaid, shall immediately become due, and the Vendor may take possession of such property with or without legal process and sell the same according to law, in which case it is expressly understood and agreed the Vendor may retain all installments previously paid as and for compensation for the use of said property by the Vendee, and the Vendee will pay any deficiency arising on account thereof, together with the expense of retaking and sale thereof.

No verbal contract or agreement contrary to any of the terms conditioned in the foregoing contract has been made.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written. This agreement being made in duplicate.

Signed in presence of) Einner Sutherland)

Geo. Wells Vendor, H. T. Garvin Vendee

STATE OF UTAH,) COUNTY OF SALT LAKE,) ss.

On this 25th. day of June A. D. 1930 personally appeared before me George Wells and H. T. Garvin the signers of the above instrument who duly acknowledged to me that they executed the same.

My commission expires February 20th. 1934.

WILLIAM WATERS, NOTARY PUBLIC, SALT LAKE COUNTY, UTAH.

William Waters, Notary Public, Residing at Midvale, Utah.

Recorded at the request of Wells Groceria, July 10, 1930, at 3:31 P. M. in Book #71 of L & L, page 369. Recording fee paid \$1.30. (Signed) Aurura H. Hiatt, Recorder, Salt Lake County, Utah, by R. G. Collett, Deputy. (Reference: None.)

#658301

NOTICE OF LIEN

TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned S. H. Hurst doing business as carpenter and residing at Salt Lake City, County of Salt Lake State of Utah, hereby claims and intends to hold and claim a lien upon that certain land and premises, owned and reputed to be owned by Howell Building Company and situate, lying and being in Salt Lake City, County of Salt Lake State of Utah, described as follows, to-wit:

Com. 661.44 ft. W. and 118.75 ft. N. of S. E. Cor. lot 9, Block 6, 5 acre Plat A Big Field Survey; N. 106.25 ft. W. 50 ft. Sec. 106.25 ft. E. 50 ft. to beginning. to secure the payment of the sum of two hundred forty-one and 50/100 Dollars, owing to the undersigned for work and labor as a carpenter in, on and about the building on said land.

That the said indebtedness accrued and the undersigned was employed by Mr. Howell, Manager of the Howell Building Company who was the manager owner and the reputed owner of said premises as aforesaid, under an oral contract made between the said Mr. Howell and the undersigned on the 15th day of October, 1929, by the terms of which the undersigned did agree to perform work and labor and the said Mr. Howell did agree to pay the undersigned therefor as follows, to-wit: 300.00 Contract price and under which said contract the undersigned did perform the first work & labor on the 15th day of October, 1929 and did perform the last work & labor on the 31st day of May, 1930 and on and between said last mentioned days, did work and labor amounting to the sum of Three hundred Dollars, which was the reasonable value thereof, and on which the following payments have been made to-wit: \$241.50 leaving a balance owing to the undersigned of \$58.50 Dollars after deducting all just credits and offsets, and for which demand the undersigned hold and claim a lien by virtue of the provisions of CHAPTER 1, OF TITLE 62, OF THE COMPILLED LAWS OF UTAH, 1917.

STATE OF UTAH,) County of Salt Lake) ss. S. H. Hurst being first duly sworn, says that he is claimant in the foregoing Notice

S. H. Hurst

Handwritten notes and signatures: 'Sept 9', 'Lien of record and working', 'S. H. Hurst', 'Howell Building Company', 'Salt Lake County Utah', 'Deputy'.

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