

own expense and in a workmanlike manner, to alter the location of, or to remove, said conduits when in the judgment of the first parties the said conduits or appurtenances thereof become an inconvenience or burden to them or the premises, and to re-place the premises after said installation or removal thereof as the case may be, in the same condition in which they were found; and it is expressly stipulated and agreed that this license or permit shall constitute no permanent lien, easement or incumbrance upon the said premises of the parties of the first part. Said conduits shall consist of copper wires securely encased in lead cables, and conducted underneath the cellar floor of said building in cement or other non-conductive casings in such a manner as in no way to increase the hazard to human life or property upon said premises, by reason of their location as aforesaid.

In Witness Whereof, the said parties hereto have caused this agreement to be executed the day and year first above written.

Margaret B. Salisbury

Executrix of the Estate of O. J. Salisbury, deceased.

Houston Real Estate Investment Co.,

By J. W. Houston Its President  
Utah Light & Railway Company,

By P. L. Williams

Its Vice Pres.

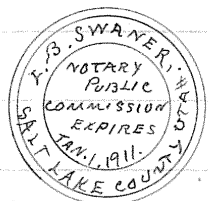
Signed in presence of

\_\_\_\_\_



State of Utah } ss.  
County of Salt Lake }

On this 20th day of August, 1908, personally appeared before me P. L. Williams, who being by me duly sworn did say: That he is the Vice-President of the Utah Light and Railway Company, and that said instrument was signed in behalf of said corporation, by authority of its by-laws, and he acknowledged to me that said corporation executed the same.

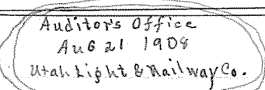


L. B. Swaner

Notary Public.

Recorded at request of Utah Light & Ry Co. Aug. 21, 1908 at 3:15 in 22<sup>nd</sup> of Deeds & Leases pages 400-1 Abstracted in "C." page 145, line 37. Recording fee paid \$ 1.50 (Signed,) P. O. Perkins, Recorder, Salt Lake County, Utah By L. O. Palmer, Deputy

# 239104



This Agreement made and entered into this 19th day of June 1908, by and between J. E. Paine, of the City and County of Salt Lake, State of Utah, party of the first part, and the Utah Light & Railway Company, a corporation, party of the second part, Witnesseth:

That Whereas, the Utah Light & Railway Company is about to construct a substation for the reduction of electrical current from direct current to service wires, said substation to be located at about the center of the block bounded by Third South and Market St., and Main and West Temple Streets, and to be located directly

in the rear of the premises of the party of the first part, occupied by the Greenwald Furniture Company as lessee, and known as Number 41-43, West Third South Street, and desires to lay its wire conduit from said substation in a northerly direction underneath the cellar floor or surface of the aforesaid building;

Now Therefore, This agreement Witnesseth, That in consideration of the sum of Two Hundred & Fifty Dollars (\$250.00), in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hereby agrees that the party of the second part may place its said conduit underneath the cellar floor of <sup>the</sup> said building, beginning at a point in the rear thereof approximately five feet west from the easterly wall of said building, and thence extending on the same line in a northerly direction and through the north wall of said cellar to Third South Street, subject to the following stipulations and conditions:

The party of the second part agrees to perform all the installation, construction and repairs at its own expense, and at such times, and in such manner as in no wise to interfere with the use or enjoyment of said premises by the party of the first part, his lessee, heirs or assigns.

The party of the second part hereby agrees to assume all liability and risk for the proper maintenance of said wires and conduit, and to indemnify the party of the first part, his heirs ~~successors~~ or assigns for all loss or liability occasioned by their installation or maintenance, or increase in fire insurance rates or other expenses that may now or hereafter be occasioned to the first party by reason of the installation of said conduit; also to alter the location of said conduit from time to time, at its own expense as the convenience of the party of the first part, his heirs or assigns may require, and in the event of construction or alteration upon said premises, at its own risk and expense to protect its wires and to protect all persons from injury thereby, and if necessary to entirely remove said wires from said premises during the process of construction or alteration.

It is expressly understood that this agreement is a revocable license, and shall constitute no cloud or incumbrance upon the title of said premises, and that whenever, in the judgment of the party of the first part, his heirs, or assigns, it shall become necessary or desirable to remove said conduit therefrom, in such event the party of the second part will so remove said conduit from said premises upon thirty days' written notice from the party of the first part, his heirs or assigns, and at its own cost and expense restore said premises to the condition in which they originally existed, wear and tear by reason of the occupation of <sup>the</sup> building excepted.

The party of the first part further agrees to refund to

to the second party the sum of Fifty Dollars (\$50.00) in the event that said conduit shall be removed from said building within three years from the date of execution of this agreement.

In Witness Whereof The parties hereto have executed this agreement the day and year first above written.

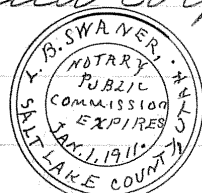
J. E. Paine  
Utah Light & Railway Company  
By P. L. Williams Vice Pres.

State of Utah } ss.  
County of Salt Lake } On the 19th day of June, A. D., 1908, personally appeared before me J. E. Paine, the signer of the above instrument, who duly acknowledged to me that he executed the same.



Horace B. Thompson  
Notary Public.

State of Utah } ss.  
County of Salt Lake } On this 20th day of August, 1908, personally appeared before me P. L. Williams, who being by me duly sworn did say that he is the Vice-President of the Utah Light and Railway Company, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and he acknowledged to me that said corporation executed the same.



L. B. Swaner  
Notary Public.

Recorded at request of Utah Light & Ry Co Aug 27, 1908, at 3:16 P.M. in "22" of Linn's Leases pages 401-03. Abstracted in "61," page 145, line 38. Recording fee paid \$1.90.  
(Signed) P. O. Perkins, Recorder, Salt Lake County, Utah By L. P. Palmer, Deputy.

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28.

# 239286

Affidavit.

State of Utah } ss.  
County of Salt Lake } D. B. Hempstead first being duly sworn deposes and says, that was well acquainted with Richard B. Whittemore one of the signers of a certain deed dated February 17th, 1906, conveying a part of Lot 3, Block 23, Plat "G" Salt Lake City Survey to Mary A. Mulryan. At that time the said Richard B. Whittemore was an unmarried man.

D. B. Hempstead

Subscribed and sworn to before me this 11th day of October A. D. 1907.



V. P. Hiskey  
Notary Public.

Recorded at request of Russel L. Tracy, Aug 27, 1908 at 9:01 A.M. in "22" of Linn's Leases page 403. Abstracted in "69" page 160, line 14. Recording fee paid .50  
(Signed) P. O. Perkins, Recorder, Salt Lake County, Utah. By L. P. Palmer, Deputy.

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See Deed in "67" page 513.

# 239294

Lease.

C. J. Brain of Salt Lake City County of Salt Lake State of Utah, the lessor hereby remises leases and lets to H. Wagner Brewing Company of Salt Lake City County of Salt Lake State of Utah,