

Recorded at request of Cannon & Stokes, Feb. 27, 1908, at 4:51 P. M., in "2 R" of Liens & Leases, pages 75-6. Entered in Misc. Index. Recording fee paid 90%.

RECORDED

(Signed) P. O. Perkins, Recorder, Salt Lake County, Utah, by L. P. Palmer, Deputy.

#261831

Lease.

Valley Investment Company, a corporation of Utah, Salt Lake City, State of Utah, the lessor, hereby remise, release, and let to the Western Fuel Company of Salt Lake City, County of Salt Lake, State of Utah, the lessee, its executors, administrators and assigns, all those premises situated, lying and being in the City of Salt Lake, County of Salt Lake and State of Utah, and particularly described as follows, to wit:-- All lot eight (8) (except the North-east corner now occupied by a small brick house, and the approaches thereto) in Block Twenty-nine (29) Plat "A" Salt Lake City Survey, together with the right of way over the O. S. L. R'Y switch from Third West Street and the right of way over the R.G. W. switch from Fourth west street. Said lessee is to have the privilege of erecting additional sheds and barns or putting in scales and remove the same at the expiration of this lease <sup>without</sup> damage to the land leased. Said lessor also reserve right of way over said switches and roadway to the west twenty (20) rods of lot three (3) in Block Twenty-nine (29) Plat "A", Salt Lake City Survey.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said lessee, its executors, administrators and assigns, from the 1st day of September, A. D. 1908, for and during and until the 1st day of September, A. D. 1911, a term of three (3) years.

And the said lessee covenants and agrees to pay to said lessor, their heirs, executors, administrators and assigns as rental for said premises, the sum of one hundred twenty five (125) dollars per month, monthly, in advance, on the first day of each and every month during said term, and until the whole of said rental sum, amounting to Forty Five Hundred (4,500) Dollars shall have been fully paid.

And the said lessee further covenants and agrees that if said rent, or any part thereof, shall be unpaid for ten (10) days after the same shall become due; or if default be made in any of the covenants herein contained to be kept by said lessee, it shall and may be lawful for said lessor, their legal representatives or assigns without notice or legal process, to re-enter and take possession of said premises and every part thereof as in their first and former estate.

And the said lessee further covenants and agrees to take good and sufficient care of said premises, and not to suffer or commit 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 were entered upon by said lessee, and that neither lessee nor its legal representative will let or under-let said premises, or any part thereof, without the written consent of said lessor first had and obtained.

Also that the said lessee will pay all plumbing bills, water rates, gas and electric light charges, together with all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this lease.

WITNESS the hands and seals of said lessor and said lessee at Salt Lake City this 1<sup>st</sup> day of September, A. D. 1908.

Signed in the presence of.

W J Wolstenholme  
W J Wolstenholme



Daniel Wolstenholme  
Vice President Valley Investment Co  
Jos. P. Megeath,  
Secretary of Valley Inv. Co.  
W. J. Wolstenholme

(Seal)  
(Seal)

Manager Western Fuel Co

A. L. Kaufmann.  
Sworn and subscribed to this  
18<sup>th</sup> day of February 1910

H. Warren Smith Notary Public.

W J Daniel Wolstenholme Owners of two thirds of the Valley Investment Co and two thirds owner of this lease. do hereby release the Western Fuel Co from the payment of sixteen Dollars <sup>22</sup>/<sub>100</sub> (\$16<sup>65</sup>) per month for the term of this lease.

W J Wolstenholme

Salt Lake City Sept 1<sup>st</sup> 1908

Daniel Wolstenholme

A, L, Kaufmann,

Recorded at request of Western Fuel Co. Feb. 18, 1910, at 4:48 P. M., in "2 R" of liens & Leases, <sup>Pages 76-7.</sup> Abstracted in "C 1", page 74, line 41. Recording fee paid \$1.70.

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

#264192

Agreement to Sell.

THIS AGREEMENT, made the 29th day of March, A. D. 1910, by and between Charles A. Haacke and Hedwig Haacke, his wife, of Salt Lake City, County of Salt Lake, State of Utah, parties of the first part, and Alfred P. Solomon of the same place, party of the second part.

WITNESSETH, That the said parties of the first part agree to sell and convey to the said party of the second part, and the said second party agrees to purchase the following described real estate in the City of Salt Lake, County of Salt Lake, State of Utah, to-wit:-

Commencing three (3) rods North of the south-west corner of lot four (4), Block eight (8), Plat "B", Salt Lake City Survey, and running thence north three (3) rods, thence East ten (10) rods, thence South three (3) rods thence west ten (10) rods to the place of beginning.

The said second party agrees to pay for said described tract of land the sum of Three-thousand (\$3000.00) Dollars, payable at the office of the Salt Lake Security and Trust Company in Salt Lake City, Utah, in the manner following to-wit:- Five hundred (\$500.00) Dollars cash the receipt of which is hereby acknowledged: Seven-hundred (\$700.00) dollars on or before two years at seven (7%) per cent payable quarterly and the balance of eighteen-hundred (\$1800.00) in accordance with the terms of a mortgage executed ~~executed~~ to F. E. McGurrian & Company which comes due October 1st, 1910

The premises are to be conveyed, by Warranty Deed, which is in escrow with the Salt Lake Security and trust Company, with good and Marketable title, clear of incumbrance, except Taxes and Assessments levied after January 1st, 1910 and Sewer tax at the present time against said property.

Said parties of the first part agree to furnish to the second party, Abstract of Title, to said land continued to date of delivery of Deed.

Said second party agrees to keep the buildings on said land, insured for not less than One-thousand (\$1000.00) Dollars, in favor of the parties of the first part, in a company, acceptable to the said first parties. Said second party shall be entitled to possession of said premises as long as he complies with the terms of this agreement. On failure of the said second party, his heirs or assigns, to make any of the said payments of Principal, Interest, Taxes or assessments, when due, time being of the essence of this contract, or, on failure to comply with this agreement, in any other respect, all payments, made under this contract, may, at option of the parties of the first part, be declared forfeited, and, in such case, the party of the first part may declare this contract, null and void and take immediate possession of said real estate and all improvements and additions, made to the property, shall remain with the land and become the property of said first parties. The said second party becoming, at once, mere tenants at will of said first parties.

Should suit be brought to enforce this agreement, said second party agrees to pay a reasonable attorney's fee.