

We, the undersigned, attorneys for the first party in the foregoing lease and grant of  
 way, must and they on their part at all times, in all things, in all times, in all things, in  
 every respect to the execution and delivery of the said instrument, and in all things, in all  
 conditions mentioned therein, and no liability shall be incurred by either party in the  
 cause or course of action, either in the shop, bank, or in the street, or in any other place,  
 by acknowledgment of the said instrument, when the same has been fully executed and delivered.  
 H. S. Mulliner  
 J. H. Ball  
 Attorneys for First Party

the perpetual rights, privilege and enjoyment of maintain-  
 ing and using, or of reconstructing if, necessary,  
 the said viaduct as it was built and now stands  
 and as it, now used or as its use may hereafter  
 be increased or changed, without incurring any  
 liability of whatsoever nature or kind at law  
 or in equity. This, however, does not contemplate  
 any enlargement or widening of the said viad-  
 duct which might in some way cause addition-  
 al damage to said premises or which may  
 amount to an additional burden upon said  
 street. And further, for the same consideration  
 the first party agrees to forthwith dismiss or cause  
 to be dismissed the actions at law pending as  
 aforesaid. The covenants herein contained on be-  
 half of the first party shall run with all the  
 property aforesaid and shall be binding upon  
 any of her tenants, lessees, possessors, or the  
 successors in interest of the same.

This agreement shall run in favor of the assignee, grant-  
 ee and successors in interest of the second party and  
 be binding upon the heirs, personal representatives,  
 assigns, grantees and successors in interest of the  
 first party.

In Witness Whereof the first party has hereunto set her  
 hand and seal this 25th day of January, 1917.

Signed in the Presence of Margaret A. Cook (Seal)  
H. S. Mulliner  
 State of Utah, } ss.  
 County of Salt Lake.

On the 25 day of January, 1917, personally appeared before  
 Margaret A. Cook, the signer of the foregoing instrument,  
 who duly acknowledged to me that she executed  
 the same.

My commission expires  
 Nov. 22 1920



N. Q. Van Cott  
 Notary Public.

Recorded at request of D. R. G. Ry. Co. Jan 25, 1917 at 4:10 P.M. in 38' Davis +  
 Lease pgs 277-9. Abstracted in G11 p 145, l 9, p 142, l 2. Recording fee pd. \$2.40  
 (Signed) Sec. H. DeLaub, Recorder, Salt Lake County, Utah. By Bonnie E. Proger Deputy

Dated 1/24-1917

372649  
 CORRECT  
 APPROVED: R. O. Neal R. O. W. Agent. Division Comm. Engineer. APPROVED: Div. Emil Mgr.  
 \$2.00 Received of The Mountain States Telephone and Telegraph  
 Co. Five + no/oo Dollars, in consideration of which I hereby  
 grant unto said Company, its successors and as-  
 signs, the right to construct, operate and maintain  
 its lines of Telephone and Telegraph, including

J. H. Ball

County of Salt Lake and State of Utah with the right to pass  
wires and fixtures of any other  
kind and to have any trees being sold taken as  
may be kept all were cleared at least eighteen inches.

the necessary poles, wires and fixtures over, upon and  
along the public roads, streets and highways adjoining  
the property owned by me in To-wit-

Beginning in center of open road 1/2 rods north  
and north 65° east 46.4 rods from the S.W. corner of  
the S. E. 1/4 of Section 3, Township 2 South, Range 1 East  
S. L. M. running thence north 65° east 12 rods, thence  
north 32° 30' west 16 rods, thence south 65° west 10 rods  
thence south easterly 16 rods to point of beginning.

Said sum being received in full payment therefor.  
Witness my hand and seal this 17th day of November  
A. D. 1916 at Murray, Utah.

Witnesses: H. P. Watkins J. Wm Brockbank (Seal)

Recorded at request of Mt. States Tel. & Tel. Co. Jan 26, 1917, at 11:25 A.M. in  
Book "38" Series & Leases pg 279-80. Abstracted in D-11 p 11, l. 1. Recording fee pd. 70¢  
(Signed) Geo. H. Isakson, Recorder, Salt Lake County, Utah. By W. M. Swan Deputy.

County of Salt Lake and State of Utah with the right to permit the attachment of the  
wires and fixtures of any other  
kind and to have any trees being sold taken as  
may be kept all were cleared at least eighteen inches.

# 372650

CORRECT: APPROVED: APPROVED:  
J. O'Neal R.O.V. Agent Division Const. Engineer Dir. Genil Mgr.  
\$1.00 Received of The Mountain States Telephone and Telegraph  
Co. One <sup>no</sup> 1/100 Dollars, in consideration of which I hereby grant  
unto said Company, its successors and assigns, the right  
to construct, operate and maintain its lines of Telephone  
and Telegraph, including the necessary poles, wires and  
fixtures over, upon and along the public roads, streets  
and highways adjoining the property owned by me in  
To-wit-

Beginning at a point 7.6 rods south from the N.E.  
corner of the S. E. 1/4, of Section 3, Township 2 South, Range  
1 East, S. L. M., running thence south 24.8 rods, thence  
south 64° 45' west 39.6 rods, thence north 35° west 26.6  
rods, thence North 57° 30' East 5.3 rods, thence North 69° 45'  
East 50 rods to points of beginning.

Said sum being received in full payment therefor  
Witness my hand and seal this 17th day of November A. D.  
1916. at Murray, Utah.

Witnesses: H. P. Watkins, Agt. Lars Larsen (Seal)

Recorded at request of Mt. States Tel. & Tel. Co. Jan 26, 1917, at 11:26 A.M. in Book "38" Series  
& Leases, pg. 280. Abstracted in D-11 p 11, l. 2. Recording fee pd. 70¢ (Signed) Geo. H.  
Isakson, Recorder Salt Lake County, Utah. By W. M. Swan Deputy.

# 372651

CORRECT: APPROVED: APPROVED:  
J. O'Neal R.O.V. Agent Division Const. Engineer Dir. Genil Mgr.  
\$15.00 Received of The Mountain States Telephone and Telegraph  
Co. Fifteen and 00/100 Dollars, in consideration of which I  
hereby grant unto said Company, its successors and assigns  
the right to construct, operate and maintain its lines