

507162

PARTY WALL AGREEMENT

This Agreement made this 28th day of May, A. D., 1921, by and between Salt Lake Stamp Company, a corporation of the State of Utah, with principal offices in Salt Lake City, Utah, as first party, and Halloran-Judge Trust Company, a corporation of the State of Utah, with principal offices in Salt Lake City, Utah, as second party.

Witnesseth, Whereas, first party is the owner in fee simple of the following described land and premises situated in the City of Salt Lake, County of Salt Lake and State of Utah, as follows: Beginning at the northeast corner of Lot Five (5), in Block Fifty-one (51) Plat "A", Salt Lake City Survey, and running thence west 24-3/4 feet, thence south 165 feet, thence east 24-3/4 feet, thence north 165 feet, to the point of beginning, and

Whereas, James E. Paine, grantor to first party of said premises, has erected, and first party now maintains upon said premises, a three story brick building, the west wall of which is eighteen (18) inches thick and is one story high in part and three stories high in part and is located upon the west side of said described premises and running practically the full length north and south of said premises, to-wit:

Commencing at the northwest corner of said premises, thence running south one hundred sixty five (165) feet, more or less, thence east eighteen (18) inches, thence north one hundred sixty five (165) feet, more or less, thence west eighteen (18) inches, to the place of beginning, and

Whereas said second party, as successors to Halloran-Judge Loan & Trust Company, is the owner in fee simple of the vacant lot adjacent to the property on the west side of said premises described as follows: Commencing 1 1/2 rods west of the northeast corner of Lot 5, Block 51, Plat "A", Salt Lake City Survey, and running thence west 3 rods; thence south 10 rods; thence east 3 rods; thence north 10 rods to the place of beginning.

Now Therefore, in consideration of the perpetual right and easement for light and air hereinafter mentioned as granted by said second party to first party, first party agrees to pay second party the sum of seven hundred fifty dollars (\$750) upon the signing of these presents, and does further hereby grant, bargain, sell and convey to second party and its successors a perpetual right and easement to use the said west wall of the building on the described premises of first party for the purpose of affixing and attaching thereto such building or buildings as the second party may hereafter erect on its premises adjacent thereto and on the west thereof; it being understood that second party has the privilege of building onto and extending said wall upward to not to exceed three stories in height on that portion of said wall which is at this time constructed to one story in height only.

In Consideration of the said payment of seven hundred fifty dollars (\$750) and of the granting of said right and easement above mentioned, second party hereby grants and conveys to first party a perpetual right and easement, for light and air only, in a strip of ground adjacent to said described premises as follows: Commencing at a point twenty four and three fourths 24-3/4 feet west of the southeast corner of Lot 5, Block 51, of said Plat "A", thence west ten (10) feet, thence north eighty two (82) feet, thence east ten (10) feet, thence south eighty two (82) feet to the place of beginning; it being understood and agreed that second party shall not erect a building on said strip of ground or do, or permit to be done, anything therewith or thereon which will obstruct the light or air of and for the premises of first party above described.

It is mutually agreed that from and after the erection of a building by second party or its successors on its said premises, each party thereto shall pay one-half of the cost of maintaining said eighteen (18) inch-wall herein described, and it is also agreed that, after the erection of a building on the premises of second party, in case said wall shall be destroyed by fire or by any other casualty not within the control of the parties hereto, that the expense of replacement of said wall to its original condition shall be borne by the parties hereto equally share and share alike

This agreement shall apply to the successors and assigns of the parties hereto.

In Witness Whereof we have executed this agreement in duplicate the day and year first above written:

Salt Lake Stamp Company
By E. Q. Cannon
President

Attest:
W. T. Cannon
Secretary
First Party

Salt Lake Stamp Company
Company SEAL
Incorporated 1904.
Salt Lake City, Utah

Halloran-Judge Trust Company,
Corporate Seal SEAL
Utah.

Halloran-Judge Trust Company,
By R. G. Halloran
President

Attest:
W. E. Coulam
Secretary
Second Party

State of Utah)
County of Salt Lake) ss

On this 3rd day of June 1921, personally appeared before me, the undersigned notary public for said County of Salt Lake, State of Utah E. Q. Cannon President and W. T. Cannon Secretary of Salt Lake Stamp Company, who duly acknowledged to me that they executed the same.

Henry Johnson, SEAL
Notary Public
Salt Lake County, Utah.

Henry Johnson
Notary Public
Residing in Salt Lake City

My commission expires
Feb 28-1923
State of Utah)
County of Salt Lake) ss

On this 3rd day of June, 1921, personally appeared before me, the undersigned notary public for said County of Salt Lake, State of Utah, Ruel G. Halloran, President and William E. Coulam, Secretary of Halloran-Judge Trust Company, who duly acknowledged to me that they executed the same.

Wayne T. Wilcox,
Notary Public SEAL
Salt Lake County, Utah.

Wayne T. Wilcox
Notary Public,
Salt Lake City Utah.

My commission expires
Sept 21-1924

Recorded at request of Ralph E. Bruneau Mar 4 1924 at 10:05 A.M. in Bk 3-T of L&L Pg. 505 Recording fee paid \$2.10 (Signed) Lillian Cutler Recorder Salt Lake County Utah by Zina W. Cummings Deputy. C-11-173-34-37.

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AGREEMENT

This Agreement made and entered into this day of October, A. D. 1921, by and between Aurelius Fitzgerald of Draper, Utah, Party of the First Part, and F. J. Fitzgerald, of Draper, Utah, Party of the Second part.

The party of the first part, has this day leased to the party of the second part, the following described sheep:

Eighteen Hundred Ninety (1890) ewes, averaging from yearling to six yr olds; with broken mouths culled out, with forest reserve rights, grazing ground, and certain ranch of 120 acres, with buildings and fences (these to be kept in repair) that belong to the above mentioned sheep, four horses, one