

Recorded at request of J R Walker Sept 26 1929 at 1:53 P. M. in Bk #71 of L & L pages 9-10-11. Recording fee paid \$4.80. (Signed) Aurura H. Hiatt Recorder Salt Lake County Utah By Thomas Lewis Deputy. (Reference: C-27-249B-2-3, S-22-101-1 to 6 ind.)

H.W.  
b.s.

#641437 RIGHT OF WAY GRANT.

THE BRIGHTON AND NORTH POINT IRRIGATION COMPANY, Grantor, hereby quit-claims to WASATCH GAS COMPANY, a Utah corporation, Grantee, its successors and assigns, for the sum of one dollar (\$1.00) and other good and valuable consideration, the right to lay, maintain, operate, repair and remove the pipe line across the canal right of way and property of the Grantor herein at that point in the southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, which is just North of the bridge over the canal of Grantor on Utah State Highway No. 40, immediately East of 33rd South Street, to the extent and as more particularly described and set forth on a plat marked in the lower right hand corner "1087", attached hereto and made a part hereof.

Together with the right to the use, when necessary, of eight (8) feet on either side of said pipe line for ingress and egress thereto for the purpose of laying, maintaining, operating, repairing, and removing said pipe line.

The Grantee in laying, maintaining, operating, repairing and removing said pipe line will do so in such manner as to cause no damage or injury to Grantor's Canal and so as not to impair or retard the free and constant flow of water in said canal. Said Grantee agrees to pay to the Grantor all damages which said Grantor, or those entitled to receive water through said canal, may suffer, caused by or arising out of the Grantee's operations, and indemnify Grantor for any damages which may be sustained against it in behalf of third parties by reason thereof. The Grantee will and does hereby assume and agree to pay any and all damages sustained by Grantor or third parties having lawful claim against Grantor by reason of any misuse, non-repair, insufficient or improper maintenance, of said pipe line, or other cause, negligent or otherwise, resulting against the Grantor.

Grantee further agrees to save Grantor free and harmless from and against any and all damages arising out of accidents or injuries to the property and/or employes of the Grantee due to water flowing in said canal and/or due to breaks in or along the banks thereof.

The Grantor hereby reserves the right to fully use and enjoy the premises herein granted for any and all purposes; and in the event such purposes require the removal of said pipe line, Grantee hereby agrees to make such removal promptly and in a good and workmanlike manner so as not to injure or damage the Grantor, and in the event any damage is sustained by Grantor by reason of said removal, the Grantee hereby agrees to promptly pay such damages to Grantor.

The provisions of this agreement shall be binding upon the parties hereto, their successors and assigns. IN WITNESS WHEREOF, this agreement is executed this 19th day of September, A. D. 1929.

ATTEST:  
E. J. Wills  
Secretary.

THE BRIGHTON AND NORTH POINT IRRIGATION CO  
INCORPORATED  
MAY 1882

SEAL

THE BRIGHTON AND NORTH POINT IRRIGATION  
COMPANY,  
By W. H. Hurd  
Pres.

ATTEST:  
L. C. Olpin  
Asst. Secretary.

WASATCH GAS COMPANY,  
UTAH.  
CORPORATE SEAL

SEAL

WASATCH GAS COMPANY,  
By L. Fitzpatrick  
Vice President.

STATE OF UTAH )  
COUNTY OF SALT LAKE )SS:

On the 19th day of September, A. D. 1929, personally appeared before me W. H. Hurd, who, being by me duly sworn, did say that he is the president of The Brighton and North Point Irrigation Company, and that said instrument was signed in behalf of said company by authority of a resolution of its Board of Directors, and said W. H. Hurd acknowledged to me that said company executed the same.

My commission expires  
Dec. 21, 1931..

IDA M. HOLIHAN,  
NOTARY PUBLIC  
STATE OF UTAH.  
COMMISSION EXPIRES  
DEC. 21, 1931.

SEAL

Ida M Holihan  
Notary Public residing at  
Salt Lake City, Utah

STATE OF UTAH )  
COUNTY OF SALT LAKE )SS:

On the 24th day of September, A. D. 1929, personally appeared before me L. FITZPATRICK, who, being by me duly sworn, did say that he is the Vice President of Wasatch Gas Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said L. Fitzpatrick acknowledged to me that said corporation executed the same.

My commission expires  
Dec 10-1932.

O. J. RAUSCH,  
NOTARY PUBLIC  
SALT LAKE CITY-STATE OF UTAH.  
COMMISSION EXPIRES  
DEC. 10, 1932.

SEAL

O. J. Rausch  
Notary Public residing at  
Salt Lake City, Utah.

Recorded at the request of Wasatch Gas Co. Oct. 3, 1929, at 3:25, P. M. in Book #71 of L & L, page 11. Recording fee paid \$2.10. (Signed) Aurura H. Hiatt, Recorder, Salt Lake County, Utah, by Sarah H. Heath, Deputy. (Reference: D-23-70-31.)

H.W.  
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#642584 UNIFORM REAL ESTATE CONTRACT

THIS AGREEMENT, made in duplicate this 26th day of September, A. D. 1928, by and between UTAH FINANCE CORPORATION, a Corporation of Utah hereinafter designated as Seller, and NORTHWEST INVESTMENT COMPANY, a Corporation of Utah hereinafter designated as the Buyer, of SALT LAKE CITY, UTAH

WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer, and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the county of Salt Lake, State of Utah, to-wit:

All of Lot 6, Block 37, Plat "B", Salt Lake City Survey, ALSO, Commencing at the Northwest corner of Lot 3, Block 37, Plat "B", Salt Lake City Survey, and running thence South 39 feet; thence East 140 feet; thence North 39 feet; thence West 140 feet; to the place of beginning.

TOGETHER WITH all personal property and fixtures situated upon or within said property, or used in connection therewith and particularly the following: All electric stoves or ranges and their equipment and appurtenances; all electric refrigerators and refrigeration systems and their equipment and appurtenances; all stairway coverings and carpets; all window shades and linoleum; all electrical stokers and their equipment and appurtenances; the steam return pump and its equipment and appurtenances; and all tools, appliances, equipment, heating, plumbing and lighting facilities and machinery necessary to constitute the said premises a habitable, usable or operating unit.

See Release & Declaration  
# 665803 in Book #72,  
pages 345-46