

and are described as follows, to-wit:

All of Lots Five, Six, Seven and Eight (5,6,7 & 8) in Block Nineteen (19) of Lake View Addition to Ogden City, Weber County, State of Utah.

Johnson & Johnson,

Attorneys for Plaintiff.

Filed for record and recorded January 12, A.D. 1912, at 12:10 o'clock P.M.

*J.B. Wallace County Recorder  
by H.B. Otterson Deputy*

BILL OF SALE.

KNOW ALL MEN BY THESE PRESENTS, that I George Parker of the City of Ogden, County of Weber and State of Utah, for and in consideration of the love and affection, I have for my wife, do hereby sell, assign and deliver unto my said wife Christine Parker, all my personal property of whatever nature and description, including my house-hold furniture and fixtures, carpets, stoves, books, draperies, beds, and bedding, rugs, pictures, china-ware, and silver-ware, said personal property being now in my home, in the City of Ogden, County of Weber and State of Utah, and known as No. 2635 Wall Avenue.

Also my horses, wagons and harness, my coal-yard at the corner of Pacific Avenue and 27th Street in the City of Ogden, County of Weber and State of Utah, with the buildings and coal therein.

IN WITNESS WHEREOF, I have hereunto set my hand, this 9th day of February 1911.

Signed in the presence of

George Parker

T. R. O'Connolly

STATE OF UTAH, County of Weber, ss.

On this 12th day of January 1912, personally appeared before me George Parker, the signer of the above instrument, and who duly acknowledged to me that he executed the same.

T. R. O'Connolly, Notary Public.

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T. R. O'Connolly, Notary Public..  
Weber County, Utah.  
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My commission expires January 15th 1913.

Filed for record and recorded January 12, A.D. 1912, at 2:02 o'clock P.M.

*J.B. Wallace County Recorder  
by H.B. Otterson Deputy*

T H I S A G R E E M E N T, made and entered into this 10th day of January, 1912, by and between the UTAH LIGHT & RAILWAY COMPANY, a corporation, party of the first part, and the OGDEN RAPID TRANSIT COMPANY, a corporation, party of the second part, WITNESSETH:

That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) paid to it by the party of the second part, receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained, to be kept and performed by the party of the second part, hereby grants to the party of the second part an easement for right of way for an electric railway track with embankment, trestles, bridges, culverts, necessary borrow pits, channel changes of

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river and also for the pole line for supporting trolley and transmission wires, over and across the Northeast Quarter of the Southeast Quarter of Section 21; the Northwest Quarter of the Southwest Quarter and the Northeast Quarter of the Southeast Quarter of Section 22; the South one-half of Section 23; all in Township 6 North, Range 1 West, Salt Lake Base and Meridian; also, across the Northwest Quarter of the Northwest Quarter of Section 19, Township 6 North, Range 1 East, Salt Lake Base & Meridian. The center line of the above electric railway track is more particularly described as follows:

Beginning at a point 8.5 ft. West and 1637.6 ft. North, more or less, from the Southeast corner of said Section 21, thence N. 86° 31' East, 281.2 ft. to the East boundary line of Utah Light & Railway Company's property.

Also, beginning at a point on the west boundary line of said Northeast Quarter of Southeast Quarter of Section 22, which point is 1320 ft. West and 1760 ft. North, more or less, from the Southeast corner of said Section 22; thence N. 83° 07' East, 359.5 ft. thence on a 7 degree curve to the left 261.5 ft; thence N. 64 deg. 49' East 70.4 ft; thence on a 14 degree curve to the right 501.7 ft; thence South 45 deg. 03' East, 397.7 feet; thence on an 8 degree curve to the right 215.0 feet; thence South 27 degrees 43' East, 525.4 feet thence on a 16 degree curve to the left, 394.5 ft. thence North 89 degrees 10' East 495.8 ft. thence on a 16 degree curve to the left, 161.9 ft; thence North 63 degrees 16' East, 155.5 ft; thence on a 10 degree curve to the left, 105.3 ft. thence North 52 degrees 44' East 87.5 ft; thence on a 16 degree curve to the right 104.8 ft. thence North 69 degrees 30' East 216.9 ft; thence on a 20 degree curve to the right 93.7 ft; thence North 88 degrees 14' East 671.1 ft. thence on a 10 degree curve to the left 96.5 ft; thence North 78 degrees 35' East 249.4 ft; thence on a 10 degree curve to the right, 165.0 ft; thence south 84 deg. 55' East 33.5 ft; thence on a 10 degree curve to the left 157.6 ft; thence north 79 deg. 19' East 191.2 ft; thence on an 18 deg. 26' curve to the left, 130.0 ft; thence on a 21 degree curve to the left 163.1 ft; thence North 21 deg. 06' East 52.4 ft; thence on a 20 degree curve to the right 134.5 ft; thence on a 24 degree curve to the right 150.0 ft; thence on a 12 degree curve to the right 205.2 ft; thence on a 6 degree curve to the right 44.8 ft; thence south 68 deg. 41' East 200 ft; thence on a 20 degree curve to the left, 237.0 ft; thence N. 63 deg. 55' East 196.2 ft; thence on an 8 deg. curve to the right 149.2 ft; thence N. 75 deg. 51' E. 92.5 ft; thence on a 6 degree curve to the left 115 ft; more or less, to the East boundary line of said Section 23.

Also beginning, at a point on the West boundary line of said N. W. 1/4 of N. W. 1/4 of Section 19, which point is 558 ft. South, more or less, from the Northwest corner of Section 19, thence N. 47 deg. 36' E. 303.2 ft; thence on a 2 degree curve to the left, 158.3 ft; thence N. 44 deg. 26' E. 285.1 ft; thence on a 12 degree curve to the left 124.7 ft; thence N. 29 deg. 28' E. 41.3 ft; thence on a 10 deg. curve to the right 210.7 ft; thence N. 50 deg. 32' E. 435 ft; more or less, to the North boundary line of said Northwest Quarter of the Northwest Quarter of Section 19.

IT IS expressly understood and agreed, however, that the party of the first part does not guarantee or warrant title to said easement or the premises over which the same extends, and further that the party of the first part is the owner of only a one-third interest in said Section 23, Township 6 North, Range 1 West.

It is further provided, however, that said easement shall be limited to the actual operating necessities of the party of the second part along said route hereinbefore described, and shall not exceed two (2) rods in width, with space for trolley

poles outside. thereof, so far as may be necessary.

IN CONSIDERATION of the easement hereby granted and conveyed, the party of the second part expressly covenants and agrees to so construct, operate and maintain its said line of electric railway and appurtenances as to in no way endanger, damage or otherwise injure or impair the pipe line, intake thereto, or other property of the party of the first part, and further waives all right to compensation or damages from the party of the first part for injuries which may be occasioned to said line of electric railway and its appurtenances on the premises hereinbefore described which may be occasioned by either land slides, snow slides, ice-jams, washouts, high water, or other caused.

The party of the second part further expressly covenants and agrees that the location of all trestles, bridges, culverts, retaining walls and such other structures as shall be required for the construction and operation of said line of electric railway shall be first approved by the engineer of the party of the first part hereto, and that all borrow pits shall be made at such points as shall be designated by the Engineer of the party of the first part, and not otherwise; and that the profile of said line of railway where the same shall cross the premises hereinbefore described shall be approved by the said engineer of the first party hereto before the construction of said railway.

It is further agreed between the parties hereto that wherever it shall be necessary in order to make a proper and sufficient embankment or excavation, to either fill or cut for a greater width than that hereinbefore described, such cuts or fills as may be necessary to construct a proper and suitable embankment with a base extending the width hereinbefore described may be made, subject, however, to the approval of the engineer of the party of the first part hereto.

This agreement, together with all the terms, covenants and conditions therein contained, shall be binding on the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the officers thereunto duly authorized the day and year first above written.

UTAH LIGHT & RAILWAY COMPANY,

By W. H. Bancroft, Its President.

APPROVED : L.L. Dagrón, Engineer.

OGDEN RAPID TRANSIT COMPANY,

By M. S. Browning, Its Vice President.

STATE OF UTAH )  
County of Salt Lake ) ss

On this 10th day of January 1912, before me L.B. Swanner, a Notary Public in and for said County, personally appeared W. H. Bancroft, who being by me first duly sworn, did say that he is the President of the Utah Light & Railway Company, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said W. H. Bancroft acknowledged to me that said corporation executed the same.

L. B. SWANNER, Notary Public.

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L. B. Swanner, Notary Public.  
Salt Lake County, Utah. Com-  
mission expires Jan. 1, 191 .  
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STATE OF UTAH )  
County of Weber ) ss

On this 10th day of January, 1912, before me, James F. Burton, a Notary Public, in and for said County, personally appeared M. S. Browning, who being by me first duly sworn did say that he is the Vice President of the Ogden Rapid Transit Company, and that said instrument was signed in behalf of said corporation by authority

of a resolution, and said M. S. Browning acknowledged to me that said corporation executed the same.

James F. Burton, Notary Public.

James F. Burton, Notary Public.  
Weber County, Utah

My commission expires Mar. 23rd, 1913.

Filed for record and recorded January 13, A.D. 1912, at 10:21 o'clock A.M.

*J. B. Wallace County Recorder  
by H. B. Johnson Deputy*

NOTICE OF LIEN.

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that the undersigned WRIGHT-OSBORN COMPANY, a Corporation, doing business as Plumbing and Heating Contractors, and residing at Salt Lake City, County of Salt Lake, State of Utah, hereby claims and intends to hold and claim a lien upon that certain land and premises, owned and reputed to be owned by The Commercial National Bank, and situate, lying and being in Ogden, County of Weber State of Utah, described as follows, to-wit:-

Beginning at the South East corner of lot 1, Block 24, Plat A, and running North 155 ft. West 100 ft. South 55 ft. East 31 ft, South 100 ft. and East 69 ft. to the beginning, and more fully described as being on the North West corner of Grant Avenue and 25th Street, and known as the Creston Hotel.

to secure the payment of the sum of Seven Hundred Fifty Four (\$754.00) Dollars, owing to the undersigned for Plumbing, Sewering and Water Piping as a contract and extra work in and about the said business block, on said land.

That the said indebtedness accrued, and the undersigned furnished said materials to (or was employed by) Julius A. Smith, Architect, who was the Architect and the Owners' Agent, owner and the reputed owner of said premises as aforesaid, under a certain contract made between the said Julius A. Smith, Architect, and the undersigned on the 17th day of April 1911, by the terms of which the undersigned did agree to install the plumbing, sewerage and water piping, and the said \_\_\_\_\_ did agree to pay the undersigned therefor as follows, to-wit: Three Thousand Fifty Four (3,054.00) Dollars upon the completion of said contract, and under which said contract the undersigned did begin the first work in the 17th day of April, 1911, and did complete the last work on the 20th day of December, 1911, and on and between said last mentioned days, did furnish labor and material amounting to the sum of Three Thousand Fifty Four (\$3,054.00) Dollars, which was the reasonable value thereof, and on which the following payments have been made, to-wit: On May 10th 1911, Eight Hundred (\$800.00) Dollars, August 1st, 1911, One Thousand (\$1,000.00) Dollars September 21st (\$500.00) leaving a balance owing to the undersigned of Seven Hundred & Fifty Four (\$754.00) Dollars after deducting all just credits and offsets, and for which demand the undersigned holds and claims a lien by virtue of the provisions of Chapter 1, of Title 46, of the Compiled Laws of Utah 1907.

WRIGHT- OSBORN COMPANY,

by C. F. Osborn, Sect.-Treas & Mgr.