

eight, which shall be a copy of the deed hereunto annexed and marked "Exhibit A;" and the said "Exhibit A" is hereby incorporated into and made part of this contract.

And in further consideration of said conveyance said county hereby agrees that upon the adoption of the plans and specifications as aforesaid, it will forthwith proceed to advertise and sell, in the manner provided by law, its undivided one-half interest in the said heretofore intended building site on the southeast corner of First South and First East streets, and will forthwith upon receipt of the proceeds of said sale pay to said city an amount equal to said proceeds; provided, that the time within which such advertisement, sale and payment shall be made may be extended by consent of said city.

And subject to the hereinafter mentioned conditions, the parties hereto hereby release each the other from all liability under the contract, heretofore existing between them for the erection of a joint building on the aforesaid site; at the corner of First South and First East streets, in Salt Lake City, and, subject as aforesaid, said contract is hereby abrogated and declared to be of no further effect.

And in case legal proceedings shall be commenced to restrain either or both of the parties hereto from carrying this agreement into effect, the time necessarily elapsing until the termination of said legal proceedings shall suspend the running of any time or period herein provided for the doing of any act by either or both of the parties hereto; provided, that said city and county shall use all reasonable diligence on their part to bring any such legal proceedings to a termination as speedily as possible.

And in case, upon the termination of any such legal proceedings, either or both of the parties hereto shall be restrained by a court of competent jurisdiction from carrying this contract into effect, neither party hereto shall have or claim any damages from the other as for a breach hereof; out thereupon each party shall be released from all liability hereunder, and the said contract heretofore existing between said city and county for the erection of a joint city and county building upon the heretofore intended site, at the corner of First South and First East Streets, shall be at once revived and be and remain in as full force and effect as though the present contract had never been made.

#### EXHIBIT A.

This indenture, made the..... day of....., A. D. 1891, between Salt Lake City, party of the first part, and Salt Lake County, party of the second part, witnesseth:

That, whereas, the said Salt Lake City is the owner in fee simple of the whole of block 38, as numbered and platted in plat A, Salt Lake City survey, Salt Lake City and County, Utah; and whereas said city is greatly in need of a new public building for the accommodation of its officers and the more convenient transaction of its public business; and it is agreed by and between the parties hereto that they shall join in the providing of a joint city and county building, to be erected upon said block 38, for the joint and common use of said city and county for the

respective public purposes, which shall be the joint property of said city and county, and one-half of the cost of which shall be paid by each of the parties hereto, as provided in a certain contract between said parties, executed at and before the sealing and delivery of these presents; and whereas, in the opinion of the City Council of said city, the said erection of said building jointly with said county will effect the purpose of obtaining for said city said necessary enlarged accommodations for the transaction of its public business in a manner financially most convenient and generally most desirable and advantageous for said city,

Now, therefore, in consideration of the premises, and of the contract made by said county to unite with said city in the erection of said building and to pay one half of the price thereof, and to further pay to said city the amount equal to the proceeds of the sale of the said county's undivided one-half interest in a certain tract of land situate at the south-east corner of First South and First East streets in Salt Lake City, heretofore intended to be used by said city and county as a site for such a joint public building, the said city by these presents grants and conveys to the said county, its successors and assigns forever, an undivided one-half interest in fee simple in the aforesaid block thirty-eight (38), as numbered and platted in Plat "A," Salt Lake City Survey, Salt Lake County, Utah Territory. But the said city hereby reserves out of this grant the right to use all of the surface of said block, except such as is actually covered by the said public building, and any additions thereto hereafter made, or any additional buildings thereon hereafter erected for the joint use of said city and county for like purposes, for the purpose of a public park or pleasure grounds only, for the use and enjoyment of the public, and the right to lay out and adorn the same with walks, drives and lawns, trees, flowers, statuary, fountains and such other ornaments as properly and customarily pertain to the beautifying of such public parks; and said city hereby covenants that said surface shall be used for that and no other purpose.

And the said parties hereto covenant, each with the other, that no building, and no part of any building, to be at any time erected on said Block Thirty-eight (38), shall be used for a jail or prison or public pound, nor shall the Police Justice or any Justice of the Peace or other inferior magistrate now or hereafter having jurisdiction of crimes or misdemeanors, be permitted to hold court therein; nor shall any part thereof be used for the Fire Department of said city. Also, that neither party hereto shall convey, encumber, lease or otherwise dispose of its interest in said block, or in said building or buildings, or any part thereof, or devote or permit the same to be devoted to other than public purposes, without the consent of the other party hereto. And the said city and county covenant each with the other that, upon the completion of said building, said block shall at once be laid out and beautified as a public park as aforesaid, under the joint supervision of said city and county, to wit, under the joint supervision and direction of

the Mayor of said city and the chairman of the County Court of said county, who shall be the agents of said city and county, respectively, for that purpose; and that the same shall be forever maintained as a public park, unless and until both parties hereto shall hereafter otherwise determine. The expense of making and maintaining said park shall be paid equally by said city and county; Provided, That the total original cost of making the same shall not exceed twenty thousand dollars (\$20,000), and the cost of maintaining the same shall not exceed two thousand dollars (\$2000) per annum, unless both parties hereto hereafter agree upon a different cost.

Said city and county shall not be entitled each to possession of all parts of said building, but the various offices, apartments and parts thereof shall be apportioned and divided between said city and county equally, so that each shall have an equal number of equally desirable apartments therein. Said apportionment shall be made by a joint committee of said city and county, to consist of the Mayor of said city and two members of the council, to be chosen by said council, and the chairman of the County Court of said county and two additional members of the County Court thereof, to be chosen by said court.

And the general supervision, care and control of said building and said park when completed, the repair and maintenance thereof, and the employment of all persons whom it may be necessary to employ in and about said building and park for their care, repair and maintenance, shall belong equally to said city and county, and said employment, supervision and control shall be exercised by said city and county through and by means of a joint committee, to consist of the mayor of said city, and two members of the council thereof, to be chosen by said council, and the chairman of the County Court of said County, and two additional members of said County Court, to be chosen by said court.

#### DEATH OF DANIEL H. WELLS.

At 1 o'clock March 24 one of the great souls of this great age passed to his rest. It is generally known that Counselor Daniel H. Wells was suffering from a severe illness. But the news of his death will be a sudden and heavy blow to the community. He was ailing for several days in Manti and coming to this city on March 14th he gradually grew worse, his sickness taking the form of pleuro-pneumonia. He experienced much distress until shortly before his death, which came to him painlessly though he was conscious to the last.

Daniel Hanmer Wells was born at Trenton, Oneida County, New York, October 27, 1814; he was consequently in his seventy-seventh year when he died. When quite a young man he moved to Illinois and lived at Commerce which, when the Saints occupied it, was afterwards known as Nauvoo. Here he became intimate with the Prophet Joseph Smith whom he greatly admired. In the persecution that came with the martyrdom of the Prophet, Squire Wells, as he was called, cast in his lot with