

#540397

EASEMENT AGREEMENT.

THIS AGREEMENT, made this 28th day of July A.D. 1925, by and between FRANK W. FOULGER and CLEOFA F. FOULGER his wife and J. W. FOULGER & Esmerelda Foulger, parties of the first part, and SALT LAKE CITY, a municipal corporation of the State of Utah, party of the second part,

WITNESSETH:

THAT WHEREAS, parties of the first part have constructed two dwelling houses on the following described real property, situate, and lying and being in Salt Lake City, Salt Lake County, State of Utah, to-wit: ~~The west half of~~ Lots 10 and 11, Block 3, Columbia Subdivision, of Lot 20, Block 22, Five Acre Plat "A", Big Field Survey.

AND WHEREAS, Salt Lake City under date of May 16th, 1924 passed an ordinance relating to sewers and known as Section 1677x1, which ordinance is hereby referred to, incorporated herein and made a part hereof; and

WHEREAS, the Board of Commissioners of Salt Lake City upon the recommendation of its City Engineer will permit both of said dwellings to be connected to the main line sewer lateral upon the parties of the first part, executing an agreement to conform with the provisions of said Section 1677x1 herein referred to.

NOW THEREFORE, in consideration of Salt Lake City granting permission to connect both of said dwelling houses to the same lateral, the party of the first part hereby agrees that in the event of said dwelling houses being sold or disposed of separately, the grantee shall have a perpetual easement over and through the above described premises for the purpose of constructing, maintaining and operating each separate sewer connection, and the separate owners shall have the easement running with the land for the purpose of maintaining said sewer as aforesaid, and that the owners of said property shall bear and pay their proportionate share for the maintenance and repair of said sewer connection whether the expenditure, maintenance or repair is or becomes necessary upon their own premises or upon the premises with which they are connected.

WITNESS the hands of the parties hereto the day and year first above written.

Frank W. Foulger
J W Foulger
Esmerelda Foulger.
Cleofa F Foulger
Parties of the first part.

Attest:
W A Leatham
City Recorder.

Salt Lake City, Utah.
Corporate Seal

SALT LAKE CITY CORPORATION
BY C Clarence Neslen
Mayor

STATE OF UTAH,)
Utah) SS.
County of Salt Lake.)

On the 30th day of July A.D. 1925, personally appeared before me J. W. Foulger and Esmerelda Foulger his wife, and , personally known to me to be the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
May 22nd, 1929

Clifford E. Young,
Notary Public-State of Utah.
American Fork
Commission Expires
May 22, 1929

Clifford E Young,
Notary Public
residing at Salt Lake City, Utah.
American Fork,

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 30th day of July A.D. 1925, personally appeared before me FRANK W. FOULGER and CLEOFA F. FOULGER, his wife, and personally known to me to be the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission expires

N. M. Long, SEAL
Notary Public
Salt Lake County, Utah.
Commission Expires
Aug. 6, 1924.

N. M. Long
NOTARY PUBLIC
Residing at Salt Lake City.

STATE OF UTAH,)
County of Salt Lake.) SS.

On the 4th day of August A.D. 1925, personally appeared before me C. Clarence Neslen and Wm. A. Leatham, who, being by me duly sworn, did say that they are respectively the Mayor and City Recorder of Salt Lake City, and that the name of Salt Lake City was attached to the foregoing instrument, by C. Clarence Neslen as Mayor and signed by him and countersigned by Wm. A. Leatham, as City Recorder, by authority of a resolution of the Board of Commissioners of Salt Lake City passed on the 4th day of August, 1925, and said persons acknowledged to me that said corporation executed the same.

My commission expires:
Nov 21, 1927.

S. H. Keddington,
Notary Public
Salt Lake City-State of Utah.
Commission Expires
Nov. 21, 1927.

S. H Keddington
Notary Public
residing at Salt Lake City, Utah.

Recorded at the request of Frank W. Foulger Aug. 4, 1925 at 3:35 P.M. in Bk. 3-X of L&L, Pg. 84. (Signed) Lillian Cutler, Recorder, Salt Lake County, Utah, by R. G. Collett, Deputy. S-2-129-10.

#540400

No. 33116.
NOTICE OF LIEN.

To Whom it May Concern:

Notice is hereby given that the undersigned C. H. Ketchum, agent of I. J. Ketchum, doing business as Ketchum Builders Supply 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 George W. Pearson and situate, lying and being in Salt Lake City, County of Salt Lake State of Utah, described as follows, to-wit:

Commencing 37 feet East from the Northwest corner of Lot 6, Block 132, Plat "A", Salt Lake City Survey and running thence South 177½ feet; thence West 37 feet; thence South 70 feet; thence East 32½ feet; thence North 247½ feet; thence West 45½ feet, to the place of beginning to secure the payment of the sum of One Hundred Sixteen & 92/100 Dollars, owing to the undersigned for ~~and~~ material in, on and about the buildings on said land.

That the said indebtedness accrued, and the undersigned furnished said materials to George W. Pearson who was the owner and the reputed owner of said premises as aforesaid, under an oral contract made between the said George W. Pearson and the undersigned on the eleventh day of May, 1925, by the terms of which the