

Notice is hereby given that an action is now pending in the above entitled court at the instance of the plaintiff to foreclose that certain mortgage recorded in the office of the County Recorder of Salt Lake County in Book 11 M of Mortgages at pages 289-290, upon the following described property, to-wit:

A portion of the surface ground of Lot Twenty-eight (28), Smith Survey of the Valentine Script Entry Section Twenty-six (26), Township Three (3) South, Range 3 West, Salt Lake Base and Meridian; Commencing at the Southwest corner of said Lot 28, and running thence Northerly along the Easterly side line of the County Road a distance of 28.6 feet, thence Easterly 60 feet, thence Southerly 28 feet, thence Westerly along the Southerly side line of said Lot 28, 60 feet to the place of beginning. Also all improvements situated on said property.

Ralph T. Stewart  
ATTORNEYS FOR PLAINTIFF.

STATE OF UTAH )SS  
COUNTY OF SALT LAKE )

On this 15<sup>th</sup> day of May, 1928, personally before me Hylda B. Standing, a Notary Public in and for Salt Lake County, Utah, appeared RALPH T. STEWART known to me to be one of the attorneys for the plaintiff in the above entitled action, who duly acknowledged to me that he executed the foregoing Notice for and on behalf of the plaintiff, Fred Todesco.

Hylda B. Standing,  
Notary Public,  
Salt Lake City-  
State of Utah.  
Commission expires  
Oct. 20, 1931.

Hylda B. Standing  
Notary Public,  
Residing at Salt Lake City, Utah

Recorded at request of Stewart Alexander & Budge May 16 1928 at 10:40 A. M. in Bk. #44 of L & L Pgs. 76-77 Recording Fee Paid \$1.80 (Signed) Aurura H Hiatt Recorder Salt Lake County Utah by R G Collett Deputy (Reference: D-15-179-27; S-2-29-40.)

#608820

EASEMENT AGREEMENT.

THIS AGREEMENT, made this 10th day of May, A. D. 1928, by and between W. R. NASH and MARIE NASH, his wife, 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 buildings on the following described real property, situated, lying and being in Salt Lake City, Salt Lake County, State of Utah, to-wit: Lots 2 and 3, Blk. 2, Nye's Add., a subdivision of Blk. 12, 5-Acre Plat A, Big Field Survey.

AND WHEREAS, Salt Lake City under date of May 16, 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 recommendations of its City Engineer will permit said premises 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 1366X1, herein referred to.

NOW THEREFORE, in consideration of Salt Lake City granting permission to connect said premises to the same lateral, the parties of the first part hereby agree that in the event of said buildings being sold or disposed of separately, the grantors 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 purposes of maintaining said sewers 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.

W R Nash  
Marie Nash  
PARTIES OF THE FIRST PART.

Attest:  
City Recorder.

SALT LAKE CITY CORPORATION,  
BY -  
Mayor.

STATE OF UTAH )SS.  
COUNTY OF SALT LAKE )

On the 10th day of May, A. D. 1928, personally appeared before me W. R. NASH and MARIE NASH, his wife, 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:  
Oct. 6-1931

Elsie M. DeBray,  
Notary Public  
Salt Lake City-State of Utah.  
Commission expires  
Oct. 6, 1931. SEAL

Elsie M. DeBray.  
Notary Public, residing at Salt Lake  
City, Utah.

Recorded at request of City Law Dept May 16 1928 at 11:20 A. M. in Bk. #44 of L & L Pg. 77 Recording Fee Paid \$1.30 (Signed) Aurura H Hiatt Recorder Salt Lake County Utah by R G Collett Deputy (Reference: S-1-74-4.)

#608821

EASEMENT AGREEMENT.

THIS AGREEMENT, made this 10th day of May, A. D. 1928, by and between MRS. MINNIE LATULIPPE, sometimes known as Mrs. Minnie Darling, party of the first part, and SALT LAKE CITY, a municipal corporation of the State of Utah, party of the second part, WITNESSETH:

THAT WHEREAS, party of the first part has constructed two buildings on the following described real property, situated, lying and being in Salt Lake City, Salt Lake County, State of Utah, to-wit: Lots 15, 16 and 17, Blk. 2, Leadville Place, a subdivision of Blk. 20, 5-Acre Plat A, Big Field Survey.

AND WHEREAS, Salt Lake City under date of May 16, 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 recommendations of its City Engineer, will permit said premises to be connected to the main line sewer lateral upon the party 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 said premises to the same lateral, the party of the first part hereby agrees that in the event of said buildings being sold or disposed of separately, the grantees 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 sewers as aforesaid and that the owners of said property shall bear and pay their proportionate share of the maintenance