

#640847

THIS AGREEMENT, made this Fourteenth day of September, A. D. 1929, by and between the CLIFT INVESTMENT COMPANY, a Utah Corporation, and W. J. HALLORAN, a widower, 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 a Building on the following described property, situate, lying and being in Salt Lake City, Salt Lake County, State of Utah, to wit:

Commencing 69.26 feet west of the northeast corner of Lot 5, Block 51, Plat. "A", Salt Lake City Survey, running thence south 166 feet, thence west 104 1/2 feet, thence north 165 feet, thence east 104 1/2 feet to the point of beginning.

AND WHEREAS, Salt Lake City under date of May 10, 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 Building 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 said Building to the same lateral, the parties of the first part hereby agree that in the event of said Building 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 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 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

ATTEST:  
Wayne T Wilcox  
Secretary

CLIFT INVESTMENT COMPANY  
INCORPORATED 1915  
UTAH

CLIFT INVESTMENT COMPANY  
W J Halloran  
President  
W J Halloran

ATTEST:  
Ethel Macdonald

SALT LAKE CITY, UTAH,  
CORPORATE SEAL.

SALT LAKE CITY,  
By John F. Bowman  
Mayor

STATE OF UTAH }  
COUNTY OF SALT LAKE } SS.

On the 17th day of September, 1929, Personally appeared before me W. J. Halloran the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires: \_

RALPH B. WRIGHT,  
NOTARY PUBLIC  
SALT LAKE CITY-STATE OF UTAH.  
COMMISSION EXPIRES  
JUNE 17, 1932.

Ralph B. Wright,  
Notary Public Residing at  
Salt Lake City, Utah,  
State of Utah

STATE OF UTAH }  
COUNTY OF SALT LAKE } SS.

On this 17th day of September, 1929 before me, appeared W. J. Halloran to me personally known, who being by me duly sworn did say that he is the President of Clift Investment Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and that the said W. J. Halloran acknowledged said instrument to be the free act and deed of said corporation.

MY COMMISSION EXPIRES: \_

RALPH B. WRIGHT,  
NOTARY PUBLIC  
SALT LAKE CITY-STATE OF UTAH.  
COMMISSION EXPIRES  
JUNE 17, 1932.

Ralph B. Wright,  
Notary Public Residing at \_

Recorded at request of Halloran Judge Tr Co Sept 24 1929 at 3:51 P. M. in Bk #58 of L & L page 603. Recording fee paid \$1.30. (Signed) Aurura H. Watt Recorder Salt Lake County Utah By R O Collett Deputy. (Reference: C-21-182-1.)

#640871

NOTICE OF LIEN

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the undersigned FLOYD S. WHITING of Salt Lake City, Utah, temporarily residing at Lethbridge, Canada, hereby claims and intends to hold and claim a lien upon that certain land and premises owned and reputed to be owned by WALKER GRAIN & STORAGE COMPANY, a corporation, and situate in the County of Salt Lake, State of Utah, and particularly described as follows, to-wit:

Commencing 417.45 feet West and 311.1 feet North from the Southeast corner of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence West 141.9 feet; thence North 274.4 feet; thence West 176.43 feet; thence North 384.85 feet; thence East 318.33 feet; thence South 664.6 feet to place of beginning, together with all easements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to secure the payment of \$2,286.26, with interest, owing to the undersigned for the building of a certain brick and concrete grain elevator and feed mill by the undersigned as original contractor for Walker Grain & Storage Company, a corporation, in the building of said grain elevator and feed mill on said land. That said indebtedness accrued and the undersigned built said grain elevator and feed mill for said Walker Grain & Storage Company, a corporation, under a contract or agreement made between the undersigned and said grain and storage company on or about April 29, 1929, by the terms of which the undersigned did agree to build said grain elevator and feed mill for said owner on said premises and the said Walker Grain & Storage Company, a corporation, promised and agreed to pay to the undersigned the sum of \$22,000.00 plus extra labor and material amounting to \$766.76, in all the sum of \$22,766.76, for the building of said grain elevator and feed mill, the terms of payment being cash as the work progressed, the entire amount to be paid upon the completion of said grain elevator and feed mill; that in pursuance of said contract this claimant did commence work on said grain elevator and feed mill on the 1st day of May, 1929, and did the first labor and furnish the first materials on said last named date and furnished the last labor and the last materials and completed said grain elevator and feed mill pursuant and according to the terms of said contract on the 27th day of July, 1929, whereupon the contract price of \$22,000.00 plus \$766.76 for extras became due and owing to this claimant; that there has been paid upon said contract, including extras, the sum of \$20,480.50, leaving a balance owing to the undersigned on account of said contract the sum of \$2,286.26, together with interest thereon from the

27th day of July, 1929, amounting at the date of the filing of this notice of lien to the sum of \$30.46, in all the sum of \$2,316.74, after deducting all just credits and offsets, for which demand the undersigned holds and

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