

WHEREAS, said Note, Mortgage, Assignment and said Certificate of Sale were in the possession of said plaintiffs, and that they have been mislaid and are not immediately available to said plaintiffs.
 NOW, THEREFORE, the said MARY KINGSBURY and LUCIE WARDROP, in consideration of the said premises, do hereby assign and transfer to said Verald N. Norton, the said promissory note, real estate mortgage and assignment thereof, and the said Sheriff's Certificate of Sale, and hereby direct the Sheriff of Salt Lake County, Utah, to issue such Sheriff's Deed to said Verald N. Norton, as granted therein, and to deliver the same to him.
 Dated this November 4th 1939.

Witnessed by
 H. C. Brandley

Mary Kingsbury
 Lucie Wardrop

State of Utah,
 Salt Lake County. ss.

On this November 15, 1939, personally appeared before me said Mary Kingsbury and Lucie Wardrop, the signers of the foregoing instrument, and they duly acknowledged to me that they executed the same.

SEAL CHAS E. NORTON
 NOTARY PUBLIC
 COMMISSION EXPIRES JUNE 27, 1941
 SALT LAKE COUNTY, UTAH

Chas E Norton
 Notary Public, Residing at
 Salt Lake.
 My Commission Expires
 June 27, 1941

Recorded at the request of Verald N. Norton, November 16, 1939, at 12:01 P. M., in Book #239 of Liens and Leases, pages 249, 250. Recording fee paid \$1.10. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: S-25, 117, 12.)

See Cert of Sale 249-250-117-12

#669384

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF UTAH IN AND FOR SALT LAKE COUNTY

WINSTON B. SHIPP,
 Plaintiff,

-vs-

RALPH A. SHEFFIELD, Administrator with Will Annexed of the Estate of Edwin S. Hallock, sometimes known as E. S. Hallock, deceased,
 Defendant.

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been filed and is now pending in the District Court of the Third Judicial District in and for Salt Lake County, State of Utah for the purpose of quieting title to the following described real property situated in Salt Lake City and County, State of Utah, to-wit:
 All of Lots 3 and 4, Block 164, Plat "D", Salt Lake City Survey.

Seaton Prince ATTORNEY FOR PLAINTIFF

STATE OF UTAH }
 COUNTY OF SALT LAKE } SS

On this 16th day of November, 1939, personally appeared before me Seaton Prince, known to me to be the Attorney representing Plaintiff in the above entitled cause, who duly acknowledged to me that he executed the foregoing Notice of Lis Pendens for and on behalf of said Plaintiff.

SEAL MARJORIE MEYERSHAM
 NOTARY PUBLIC
 COMMISSION EXPIRES
 AUG. 28, 1943
 SALT LAKE CITY, STATE OF UTAH

Marjorie Meyersham
 Notary Public Residing at
 Salt Lake City, Utah

Recorded at the request of F. S. Prince, November 16, 1939, at 2:52 P. M., in Book #239 of Liens and Leases, page 250. Recording fee paid \$0.70. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: C-16, 212, 22.)

#669402

ENCLOSURE

SALT LAKE CITY, UTAH; SUGARHOUSE POSTAL STATION
 X FILE PRIVILEGES

FEDERAL WORKS AGENCY
 PUBLIC BUILDINGS ADMINISTRATION
 WASHINGTON

OFFICE OF THE COMMISSIONER
 IN REPLYING, QUOTE THE ABOVE SUBJECT, BUILDING, AND THESE LETTERS FM-RE-McC-HW

Salt Lake City Corporation, By: Mr. E. R. Christense, Assistant City Attorney,
 Salt Lake City, Utah.

OCT 30 1939

Gentlemen: By direction of the Federal Works Administrator reference is made to your letter of October 6, 1939, transmitting a copy of a communication dated October 6th from the City Engineer, relative to the 15-inch concrete irrigation pipe line to be constructed across the Salt Lake City, Utah, Sugarhouse Postal Station site.

It is noted that the letter addressed to you on September 27, 1939, was returned with a new location for the proposed irrigation line indicated in yellow on blueprint of Approach Plan, Drawing No. 1, which would avoid unnecessary angles and the construction of additional clean-out boxes in the line.

The proposed location for the line, as indicated in yellow on the above mentioned blueprint, meets with the approval of this Agency.

Accordingly, a license revocable at the will of the Federal Works Administrator, and subject to the terms of the attached printed "Conditions Governing Revocable Licenses" etc., is hereby granted the Salt Lake City Corporation of Salt Lake City, Utah, for the construction and maintenance of a 15-inch concrete pipe line across the Sugarhouse Postal Station site in said city in the location indicated in yellow on the attached photostatic copy of blueprint of Approach Plan, Drawing No. 1, provided that the United States shall be involved in no expense in connection with either the construction or maintenance of said pipe line and that all work shall be performed to the satisfaction of the Government's representative in charge.

Salt Lake City Corporation
 By: Mr. E. R. Christense, Assistant City Attorney, Salt Lake City, Utah

SALT LAKE CITY, UTAH; SUGARHOUSE
 POSTAL STATION X FILE PRIVILEGES

-2-

It is a further condition of this license that the pipe line shall be covered with at least 2' 0" of fill. Please have the proper official of the Salt Lake City Corporation endorse upon the accompanying copy of this communication, in the space provided for the purpose, the unqualified assent of the Corporation to all the terms and conditions hereinbefore mentioned and promptly mail such assent to this Agency. The attached certificate of authority of the official signing the assent should be executed by the Secretary or Assistant Secretary of the Corporation, and the corporate seal thereto affixed.

#239 of Licns and Leases

The matter of regrading the proposed driveway and the construction of an additional 8-inch storm drain on the site is being given consideration by this Agency.

This communication cancels and supersedes this Agency's letter addressed to you September 27, 1939. A copy of this communication will be forwarded to the Custodian.

Very truly yours,
W E Reynolds
Commissioner of Public Buildings.

SALT LAKE CITY CORP.
Form 6-30
July 1, 1939.

SALT LAKE CITY, UTAH SUGARHOUSE POSTAL STATION

LICENSE PB-FM

FEDERAL WORKS AGENCY
PUBLIC BUILDINGS ADMINISTRATION
WASHINGTON, D.C.

CONDITIONS GOVERNING REVOCABLE LICENSES
BY THE FEDERAL WORKS AGENCY FOR THE USE OF PROPERTY OF THE UNITED STATES
UNDER ITS CONTROL.

NATURE OF PERMISSION. 1. That, as the Federal Works Agency is without authority to grant an easement in the United States property mentioned in its attached letter, but is empowered, in proper cases, to give a license, revocable at the will of the Federal Works Administrator, for the use of such United States property, the permission granted by said letter shall be considered to be, and treated as, only such a revocable license, subject to the terms and conditions set forth here and (if any) in said attached letter; and that said license shall be constituted by these printed conditions, said attached letter and any other thing specified by said attached letter as forming a part of said license.

COMPLIANCE 2. That the location, construction, installation, use, maintenance, repair, and removal of all the things installed and work performed, etc., in connection with the revocable license by the Federal Works Agency to the licensee named in the said attached letter shall be to the satisfaction of the Federal Works Agency (acting by and through the custodian of said United States property or such other United States representative as may be designated by the Federal Works Agency).

STRUCTURES 3. That said licensee shall not place or erect in, or upon, the property of the United States any structures, or things, whatever, except such as are specifically enumerated in said attached letter.

CITY REGULATIONS 4. That, notwithstanding the United States has exclusive jurisdiction over the property for the use of which this license is given, any structures, etc., which this license authorizes said licensee to place on said property, shall conform strictly to the municipal regulations respecting the construction, or installation, protection and use of such structures, etc.

SANITARY CONDITIONS 5. That if this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition; all to the satisfaction of the Government's representative in charge of the property.

DAMAGE 6. That no United States property shall be displaced or injured by the construction, installation, existence, use, maintenance, repair or removal of the things installed and work performed, etc., in connection with said license unless specific authority is previously given; and that if such authority is given said licensee shall see that any such displacement or injury is promptly and properly made good and the property of the United States repaired and restored to a condition satisfactory to the Federal Works Agency.

STORING 7. That said licensee shall cause to be stored where directed by the local representative of the Federal Works Agency (or otherwise disposed of as the latter may direct) any United States property which may be necessarily displaced by the exercise of the privilege granted by this license.

OPERATION 8. That said licensee shall confine his use of the United States property strictly to the purpose for which this license is given, as herein stated, and shall so exercise the privilege hereby granted as to avoid marring the appearance, neatness, etc., of the United States property, or obstructing access thereto, or interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of person or property, or arousing legitimate public criticism.

NOTICE 9. That all things installed and work performed, etc., in connection with said revocable license shall be at all times subject to removal upon 30 days' written notice from the Federal Works Agency to said licensee so to do.

GUARANTEE DEPOSIT 10. That if said attached letter requires a deposit to guarantee the observance and fulfillment of the terms and conditions of said license, the licensee shall deliver to said custodian for transmission to Washington a New York draft, or post-office money order on Washington, D. C., in the required amount, payable to the "Treasurer of the United States".

BOND 11. That if said attached letter requires the furnishing of a bond, a satisfactory bond shall be executed, upon the form then enclosed and in accordance with the rules printed thereon, and be promptly delivered to the custodian of said United States property for transmission to Washington.

EXPENSE 12. That everything required by said license, or in any wise incident to the granting, or the exercise or enjoyment, or the relinquishment of this license shall be without to the United States or its representatives.

ABSENT 13. That said licensee shall retain the original of said license and write upon accompanying copy thereof, date and sign his unqualified assent to all the terms and conditions of said license, and deliver such assent to said custodian of the United States property. This license shall not become effective until such delivery of said signed assent, together with such guarantee deposit, or bond, as the attached letter may require.

FUTURE REQUIREMENT 14. That said licensee shall promptly comply with such further conditions and requirements as the Federal Works Agency may deem it expedient to prescribe hereafter in connection with the privilege granted by said license.

ATTEMPTED VARIATIONS 15. That no variation or departure from the terms of the license of which these "Conditions" form a part shall be binding on the Government unless previously agreed upon in writing by the Federal Works Agency.

INSTRUCTIONS TO CUSTODIAN The custodian of the United States property specified in the attached license is hereby instructed to deliver the original and one copy of said license to the licensee and to keep the other copy thereof. Upon receipt of said signed assent the custodian will treat the same as completing his authority to permit the things to be installed and the work performed, etc., necessary for the exercise of the privilege granted by said license, and promptly forward said signed assent to the Federal Works Agency.

Note that this license does not become effective until the delivery to the custodian of this assent and such guarantee deposit or bond as the attached letter may require.

The custodian will see that the privileges conferred by this license are exercised in a proper, orderly manner, and promptly report to the Federal Works Agency the full details of any infraction of the terms and conditions of said license or of anything else which he deems detrimental to the Government interests in connection with this license.

Upon the termination of this license the custodian will promptly report whether the United States property has been properly restored, cleaned, etc., and left in good condition to his satisfaction.

The custodian of the Government property and the licensee will both read these conditions carefully.
Federal Works Agency,
Public Buildings Administration,
July 1, 1939.

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

I, Ethel Macdonald, the duly appointed, qualified and acting City Recorder of Salt Lake City, Utah, do

hereby certify that I am the Secretary to the Board of Commissioners of Salt Lake City, Utah, and attend the regular meetings of said Board; that at the meeting of the Board of Commissioners held November 8, 1939, the foregoing revocable license from the Federal Works Agency to Salt Lake City, Utah, Sugarhouse Postal Station, to maintain a 15 inch concrete drainage pipe across the Sugarhouse Postal Station District, was presented to the Board of Commissioners by the City Attorney; that the revocable license of the Federal Works Agency granting to Salt Lake City the right to construct and maintain a 15 inch concrete drainage pipe across the Sugarhouse Postal Station district site was accepted by the Board of Commissioners and the Temporary Chairman and the City Recorder were directed to execute the acceptance thereof and William Murdoch, Temporary Chairman, was directed, on behalf of the Mayor, to sign the certificate and authorization and the City Recorder, Ethel Macdonald, was directed to attest same and to attach the corporate seal of Salt Lake City, Utah, and to return copy of said revocable license to the Federal Works Agency at Washington, D. C. as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt Lake City, Utah, this 8th day of November, A. D. 1939.

(SEAL)

SEAL SALT LAKE CITY, UTAH
CORPORATE SEAL

Ethel Macdonald
City Recorder Salt Lake City,
Utah

Recorded at the request of City Auditor, November 16, 1939, at 4:18 P. M., in Book #239 of Liens and Leases, pages 252-253. Recording fee paid NONE. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Sawney, Deputy. (Reference: S-31, 234, 7; C-38, 265, 14; Misc. Index #3.)

#666132

THIS AGREEMENT, made and entered into this 7th day of November, 1939, by and between SAFEWAY STORES, INCORPORATED, a Nevada corporation, party of the first part, and Frank TAVEY and Emily L. TAVEY, husband and wife, parties of the second,

WITNESSETH:

THAT WHEREAS, said party of the first part is the owner of the following described real property situated in the City of Salt Lake City, County of Salt Lake, State of Utah, to-wit:

PARCEL 1 - Beginning at the Southwest Corner of Lot 4 in Block 132 of Plat "A", Salt Lake City Survey, in the City of Salt Lake, County of Salt Lake, State of Utah, and running thence East 123.75 feet; thence North 86.75 feet; thence West 123.75 feet; thence South 86.75 feet to the point of beginning.

PARCEL 2 - Beginning at a point on the East side of Second West Street 86.75 feet North of the Southwest Corner of Lot 4 in Block 132 of Plat "A", Salt Lake City Survey, in the City of Salt Lake, County of Salt Lake State of Utah, and running thence North along the East line of Second West Street 107.25 feet; thence East 10 rods, to the East line of said Lot 4; thence South, along the East line of said Lot 4, 107.25 feet; thence West 10 rods to the point of beginning;

AND WHEREAS, said second parties are the owners of certain real property adjoining and situated directly east of said real property hereinabove described;

AND WHEREAS, a sewer line from the house upon said property owned by second parties extends into and runs across said property owned by first party;

AND WHEREAS, first party desires to construct a building upon its property, and to disconnect said sewer line from said property and said house of second parties;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, said parties hereto do hereby covenant, promise and agree to and with each other, as follows:

FIRST: Said parties of the second part do hereby transfer and assign to said party of the first part all of said sewer line hereinabove referred to which lies within the boundaries of the above described property owned by first party, and do hereby quitclaim, transfer and assign to first party all right, title and interest which they may have in and to said sewer line, or in and to said property of first party as hereinabove described.

SECOND: Party of the first part, on its part, agrees that it will, using reasonable diligence, install at its own expense a new sewer line running from the house now situated upon the property of second parties to the public sewer on West Fourth North Street, and will connect said sewer with the outlets in said house upon said property of second parties. First party agrees that said sewer line will be installed in a good, workman-like manner and in compliance with all laws and regulations.

IN WITNESS WHEREOF, said first party has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized, and second parties have signed their names hereto.

(Corporate Seal)

SAFEWAY STORES, INCORPORATED
SEAL INCORPORATED AUGUST 1926
NEVADA

SAFEWAY STORES, INCORPORATED
(a Nevada corporation)
By L. Giles Its Vice President
By A. H. Holley Its Secretary
(Party of the first part)

Frank Tavey
Emily L. Tavey
(Parties of the second part)

STATE OF UTAH)
County of SALT LAKE) ss.

On this 15th day of November, 1939, before me H. D. Pugsley a Notary Public in and for said County, residing therein, duly commissioned and qualified, personally appeared Emily L. TAVEY and Frank TAVEY, known to me to be the persons whose names are subscribed to and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

WITNESS my hand and official seal.

(Notarial Seal)

H. D. PUGSLEY
NOTARY PUBLIC
COMMISSION EXPIRES
AUG. 5, 1940
STATE OF UTAH

H. D. Pugsley
NOTARY PUBLIC in and for the
County of SALT LAKE, State of
UTAH. My commission expires
Aug 5, 1940

STATE OF CALIFORNIA)
County of ALAMEDA) ss.

On this 7th day of November, 1939, before me, A. M. JONES a Notary Public in and for said County, residing therein, duly commissioned and qualified, personally appeared L. GILES, known to me to be the Vice President, and A. H. HOLLEY, known to me to be the Secretary of SAFEWAY STORES, INCORPORATED, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

(Notarial Seal)

NOTARY PUBLIC
ALAMEDA CO., CALIF.
EUREKA

A. M. Jones
NOTARY PUBLIC in and for the
County of Alameda, State of
CALIFORNIA. My commission expires
5/26/43

Recorded at the request of Safeway Stores, Inc., November 18, 1939, at 10:26 A. M., in Book #239 of Liens and Leases, page 252. Recording fee paid \$2.10. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Sawney, Deputy. (Reference: C-32, 215, 1.)