

#239 of Liens and Leases.

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 26th 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 292-293. Recording fee paid NONE. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Sawney Deputy. (References: S-31, 234, 7; C-38, 265, 14; Misc. Index #3.)

Agreement

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,
W I T N E S S E T H :

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 13th day of November, 1939, before me H. D. Fugleley 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. FUGLELEY
NOTARY PUBLIC
COMMISSION EXPIRES
AUG. 5, 1940
STATE OF UTAH

H. D. Fugleley
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 Sawayney Stores, Inc., November 18, 1939, at 10:26 A. M., in Book #239 of Liens and Leases, pages 292, 293. Recording fee paid \$2.10. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Sawney, Deputy. (References: C-38, 215, 7.)

#669482

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,

W I T N E S S E T H :

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.

SAFEWAY STORES, INCORPORATED (Corporate Seal) 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 13th 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. OUREKA A. M. Jones NOTARY PUBLIC in and for the County of Alameda, State of CALIFORNIA. My commission expires 5/26/43