UTAH COUNTY, LIENS AND LEASES No. 340

Entry No. 5907 Filed June 16, 1939 at 3:25 P.M.

NOTICE OF LIEN

TO WHOM IT MAY CONCERN: Notice is hereby given that the undersigned LENORD C. NEILSON doing business as Architect 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 Mr. and Mrs. A. Hermansen and situate, lying and being in Payson, County of Utah, State of Utah, described as follows, to wit:

Commencing at the Northwest corner of Block 50 in Plat "A" of Payson City Survey of Building Lots; thence South 72 feet; thence East 11 rods; thence North 72 feet; thence West 11 rods to the place of beginning; situate in Section 8 Township 9 South of Range 2 East of the Salt Lake Meridian.

to secure the payment of the sum of Four-Hundred-Eighty-Eight (\$488.00) Dollars, owing to the undersigned for Services performed as an architect in preparing two sets of Plans and Specifications for a Residence at Payson, Utah as an architect in, on and about the 18th day of April 1939 on said land.

That the said indebtedness accrued and the undersigned (or was employed by) Mrs. and Mrs. A. Hermansen who was the legal owner and the reputed owner of said premises as aforesaid, under a Verbal contract made between the said Mr. and Mrs.A. Hermansen and the undersigned on the first day of April, 1938, by the terms of which the undersigned did agree to furnish plans and Specifications for a residence at Payson, Utah and the said Mr. & Mrs. Hermansen did agree to pay the undersigned therefor as follows, to wit: 3½% of the cost of the bldg for the Plans and Specifications and ½% for the supervision of construction and under which said contract the undersigned did do the first work on the 1st day of April 1938 and did do the last work on the 18th day of April 1939 and on and between said last mentioned days, did professional work amounting to the sum of Six-Hundred-Eighty-Eight (\$688.00) Dollars, which was the reasonable value thereof, and on which the following payments have been made to wit: June 9th, 1938 \$200.00 leaving a balance owing to the undersigned of Four-Hundred-Eighty-Eight (\$488.00) Dollars after deducting all just credits and offsets, and for which demand the undersigned holds and claims a lien by virtue of the provisions of Chapter 1, of Title 52, of the Revised Statutes of Utah, 1933.

Lenord C. Neilson Lenord C. Neilson, Architect, 517 McIntyre Bldg., Salt Lake

STATE OF UTAH,)

County of Salt Lake)

:SS. Lenord C. Neilson being first duly sworn, says that he is the claimant in the foregoing Notice of Lien; that he has heard read said notice and knows the contents thereof, and that the same is true of his own knowledge.

Lenord C. Neilson

Subscribed and sworn to before me this 16th day of June, 1939.

Commission expires Feb. 12, 1943

(NOTARY SEAL)

Mary F. Smith Notary Public Provo, State of Utah

ELOISE P. FILLMORE COUNTY RECORDER

Entry No. 6337 Filed June 29, 1939 at 12:22 P.M.

LEASE AGREEMENT

The State Road Commission of Utah as lessor, hereby leases and lets unto Susan W. Bennion, Lessee, of Salt Lake County, Utah, for and in consideration of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, the following described property in Salt Lake County, Utah:

All of the Southwest $\frac{1}{4}$ of Section 24, Township 4 South, of Range One West, of the Salt Lake Base and Meridian.

To have and to hold the same perpetually for grazing purposes only, subject however, to the right of the State Road Commission or any branch of the State Government, through authority from the State Road Commission or any other licensee of said State Road Commission, to take from said premises gravel in any quantities desired.

In addition to the foregoing, the Lessor reserves the right, and the Lessee agrees that there shall be no transfer or asssignment or sub-letting of the rights and privileges herein granted, without the consent, given in writing, by the Lessor herein.

In addition to the foregoing, the Lessee agrees that she will, at all times and forever, hold the Lessor or its licensees harmless from any damage to her property or the property of any person to whom this lease may be transferred by permission as hereby set forth, through the removal of gravel on the part of the Lessor or any of its grantees or licensees.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20th day of May, 1919, at Salt Lake City, Utah.

In Presence of Hardin Bennion

STATE ROAD COMMISSION OF UTAH By Simon Bamberger President Susan W. Bennion Lessee

STATE OF UTAH) :ss.

On this 20 day of May, 1919, personally appeared before me, Simon Bamberger, President of the State Road Commission of Utah, and Susan W. Bennion, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same freely and voluntarily, and for the pruposes therein set forth.

UTAH COUNTY, LIENS AND LEASES No. 340

My commission expires Oct. 8, 1921

(NOTARY SEAL)

Emma E. Lindsey Notary Public Salt Lake County, Utah

AUTHORITY TO TRANSFER INTEREST AND MODIFICATION OF LEASE AGREEMENT

With reference to the foregoing Lease Agreement entered into the 20th day of May, 1919, by and between the State Road Commission of Utah, as lessor, and Susan W. Bennion, as lessee:

The said Lessee having requested the said Lessor, in writing, on the 29th day of April, 1935, for permission to transfer and assign her right and interest in said lease to her son, Rulon Bennion, residing at 172 North Second West Street in Salt Lake City, Utah, and the said Lessor consenting thereto for and on condition of the consideration hereinafter set out,

NOW THEREFORE, It is hereby agreed on the part of the parties hereto that the rights and privileges in said Lease Agreement granted to the Lessee, the said Susan W. Bennion, are hereby transferred to said Rulon Bennion in consideration that the said lease shall continue for a term of fifty (50) years, commencing May 20, 1919, the original date thereof, and shall otherwise conform to the conditions therein stated.

It is the further understanding of the parties hereto that the property described in the said lease, to wit:

"All of the Southwest $\frac{1}{4}$ of Section 24, Township 4 South of Range 1 West, of the Salt Lake Base and Meridain,"

is situated in Utah County and not in Salt Lake County.

IN WITNESS WHEREOF, the parties hereto have set their hands, this 15th day of May, 1935, at Salt Lake City, Utah.

ATTEST:
Agnes Mc Neil
Secretary, State Road Commission

STATE OF UTAH, ACTING THROUGH THE STATE ROAD COMMISSION OF UTAH,

Lessor
By W. J. Parker Chairman

WITNESS: Lou Etta Brown Susan W. Bennion Lessee Rulon Bennion Successor in Interest

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 15 day of May, 1935, personally appeared before me, W. J. Parker, Chairman of the State Road Commission of Utah, one of the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires: July 29, 1937

(NOTARY SEAL)

W. D. Campbell Notary Public residing at Salt Lake City, Utah

STATE OF UTAH

COUNTY OF SALT LAKE)

On this 13th day of May, 1935, personally appeared before me Susan W. Bennion and Rulon Bennion, two of the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: April 18, 1937

(NOTARY SEAL)

Lou Etta Brown Notary Public residing at 215 Templeton Bldg. Salt Lake City, Utah

ELOISE P. FILLMORE COUNTY RECORDER

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<u>Intry No. 6483 Filed July 3, 1939 at 11:48 A.M.</u>

RELEASE AND SATISFACTION OF LIEN

Utah County, a Body Corporate and Politic,

Know all men by these presents:

That Sylvan W. Clark, Chairman of the Board of County Commissioners of Utah County, does hereby certify and declare that a certain lien claimed by Utah County under the provisions of Chapter 76, Session Laws of Utah, 1929, against the property of Joseph C. Baker, described as follows, to-wit:

Commencing at the SE corner of Lot 8 in Block 7 on the West Side Addition to Lehi City Survey thence North 56.5 feet, West 108 feet, South 56.5 feet, East 108 feet to the point of beginning. In Section 17 Twp. 5 S. R. 1 E. SIM.

and recorded in the office of the Utah County Recorder at Book 297, Page 168, is hereby satisfied, discharged and released.

UTAH COUNTY COMMISSION By Sylvan W. Clark Chairman

STATE OF UTAH)

CCUNTY OF UTAH)

iss. On this 28th day of June, 1939, personally appeared before me, Sylvan W. Clark, Chairman of the County Commission of Utah County, signer of the above instrument, who duly acknowledged to me that he executed the same.

(RECORDER SEAL)

Eloise P. Fillmore Utah County Recorder residing at Payson, Utah

ELOISE P. FILLMORE COUNTY RECORDER