

County of Davis Y^{ss}:

On this 21st day of March A. D. 1930, personally appeared before me James H. Cook, signer of the endorsement of lease for roadway, who duly acknowledged to me that he executed the same.

My commission expires

Jan'y 2, 1933



W. H. Dickinson

Notary Public

Residing at Salt Lake City, Utah

Abstracted 5/133

Recorded November 29th, 1935, at 9:00 A. M.

Ruby Muir County Recorder.

No. 61516

AFFIDAVIT

State of Utah Y

County of Davis Y^{ss}

David Wiseman of Bountiful, County of Davis, State of Utah, being duly sworn says; I am well acquainted with Edwin Mann, who in the year 1902 was a minor, and who is the Edwin Mann mentioned in the decree of Distribution in the matter of the Estate of Charles W. Mann, in the Second Judicial District Court of the State of Utah, in and for Davis County, probate Division, and dated October 25th, 1902. That said Edwin Mann is the same Edwin Mann that conveyed by warranty deed to J. A. Hatch on November 17th, 1919 the following described tract of land in Davis County, State of Utah:

Commencing at a point 26 rods 6.5 feet North of the South West corner of Section 19, Township 2 North Range 1 East, Salt Lake Meridian, and running thence West 6.6 rods; thence North 8 rods; thence East 45 rods; thence South 8 rods; thence West 38.4 rods to place of commencing, being situate partly in Section 19 aforesaid and partly in Section 24, Township 2 North, Range 1 West Salt Lake Meridian.

Affiant further says that he was well acquainted with J. A. Hatch above mentioned, and that he was the same man as John A. Hatch who conveyed the above described land to Orion B. Thurgood and Bertha E. Thurgood on March 17, 1923.

David Wiseman

Subscribed and sworn to before me this 29 day of November 1935.

My commission expires

March 14th, 1938



Wendell B. Hammond

Notary Public

Residing at Bountiful, Utah

Abstracted 2/221

B/162

Recorded November 29th, 1935 at 5:00 P. M.

Ruby Muir County Recorder.

No. 61532

EASEMENT

In consideration of One (\$1.00) dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Miller Floral Company, a Delaware corporation, with principal place of business at Farmington, Davis County, Utah, hereinafter called the grantor, does hereby grant unto Farmington City, of Davis County, Utah, its successors, assigns, lessees, and agents a perpetual right of way and easement to lay, construct, reconstruct, maintain, operate, repair, and remove sewer pipelines and appurtenances as the grantee may from time to time require, through, over, above and under the following described real property, to wit:

Beginning 10 chains East of the SW Corner of Lot 3, Block 12, Big Creek Plat,

Farmington Townsite Survey, running thence North 3.50 chains; thence East 10 chains; thence South 8.50 chains; thence West 10 chains; thence North 5 chains to place of beginning.

ALSO: Commencing on the West line of Salt Lake and Ogden Railway right of way 93 links West of the SE Corner of Lot 4, Block 12, Big Creek Plat, Farmington Townsite Survey, thence West 8.32 chains; thence North 5 chains; thence East 8.32 chains; thence South 5 chains to point of commencement.

Said sewer pipelines shall be laid substantially according to and along the following courses:

Beginning approximately 8 feet South of the NE Corner of the herein first described parcel of real property; running thence West parallel to the Northern boundary of said property, a distance of 545 feet, more or less.

ALSO: Beginning approximately 545 feet West of the NE Corner of the herein first described parcel of real property; running thence Southerly approximately parallel to the West line of both parcels of real property, herein described, to the SW Corner of the last above described parcel of real property; being a distance of 13.5 chains, more or less.

Also said grantor does hereby grant unto Farmington City, its successors, assigns, lessees and agents, a perpetual right of way and easement to construct, reconstruct, operate and maintain a sewerage disposal plant upon, across, over and under the above described real property. Said sewerage disposal plant shall be located within the following described location:

Beginning at the SW Corner of the last above described parcel of real property running thence North 75 feet; thence East 58 feet; thence South 75 feet; thence West 58 feet.

Said grantee agrees to construct said disposal plant as far as possible within the SW corner of this location and agrees that the soil to be removed from this location shall be hauled away from said location to the satisfaction of the grantor.

Said Farmington City its successors, assigns, lessees and agents, is fully authorized and empowered to enter upon the real property described herein, at any time, for the purposes hereinbefore mentioned.

Said Farmington City hereby agrees to compensate said grantor for any damage which may occur in effectuating any of the hereinbefore mentioned purposes.

WITNESS the hand and seal of said grantor this 26th day of April, 1935.

Witness:

J. Wallace Williams



Miller Floral Co.

E. B. Gregory Pres.

State of Utah }
 } ss.
County of Davis }

On the 26th day of April, 1935, personally appeared before me Eliza B. Gregory who being by me duly sworn, did say that he is the president of the Miller Floral Company, a corporation, and that said instrument was signed on behalf of said corporation by authority of a resolution of its board of Directors, and said Eliza B. Gregory acknowledged to me that said corporation executed the same.

My commission expires:
8/20/37



Nephi Palmer

Notary Public

Residing at Farmington, Utah