

Deed of Trust is one and the same person as Emoret Loveland Sessions, one of the trustees named in said second Deed of Trust to Carlos Sessions.

Thomas M. Sessions

Subscribed and sworn to before me this 31 day of May, 1940.

My commission expires

March 16-1942



Wendell B. Hammond

Notary Public

Residing at Bountiful, Utah

Abstracted B/116-177

Recorded July 10th, 1940 at 1:10 P. M.

Alice Hess

County Recorder

No. 74679

RELEASE OF LIEN

TO WHOM IT MAY CONCERN:

This is to certify that the undersigned Anchor Lumber Company, a corporation of Utah, do hereby release and discharge that certain lien dated the 1st day of June, 1939 and recorded in the office of the County Recorder's of Davis County, Utah in Book M of Leases Etc. Page 67. Description of the property intended to release by these presents is as follows:

Beginning at a point 63.7 feet S and 109 feet W from the NE cor of Lot 3, Block 18, Plat "A", Kaysville Townsite, running th W 163.22 feet; thence South 68.58 feet; Th E 163.18 feet; thence N 68.58 feet to point of beginning containing 0.26 ac. 1-P 316-366-365

ANCHOR LUMBER COMPANY

By Louis J. Bower Sr Pres.

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 8th day of July, 1940, personally appeared before me, Louis J. Bower, Jr., who being by me duly sworn did say that he is the President of the Anchor Lumber Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said Louis J. Bowers, Sr., acknowledged to me that said corporation executed the same.

My Commission Expires

June 22, 1943



Fred Boes

Notary Public

Residing at Salt Lake City, Utah.

Abstracted A/284

Recorded July 11th, 1940 at 11:00 A. M.

Alice Hess

County Recorder

No. 74690

RIGHT OF WAY AGREEMENT

JOHN L. FACKRELL and CRISTIE E. FACKRELL, his wife, of Woods Cross, Utah, Grantors, hereby CONVEY unto the WASATCH OIL REFINING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Utah, with its principal place of business in Woods Cross, Davis County, State of Utah, Grantee, for and in consideration of the sum of Five Hundred Dollars (\$500.00) and other good and valuable consideration a one (1) rod right of way, the center line of which follows the present location of the present existing drain pipe of the Grantee passing through Section 23, Township 2 North, Range 1 West, S. L. M., now in use by the Grantee for the discharge of drainage from its refinery in Woods Cross to the settling ponds of the Grantee west of the lands of the Grantors, said one rod right of way

Assigned - Book 9 Page 50 and 53

to be used for the purpose of maintaining the drain pipe line as now laid and in use and of covering, maintaining, repairing and replacing same, with full and free access along and across said right of way for the purposes aforesaid, and for all purposes incident thereto.

IT IS FURTHER UNDERSTOOD AND AGREED that the rights to the use of the drainage water heretofore conferred by the Grantee upon the Grantors shall continue to exist, and that the Grantors shall have the privilege of using said water at any and all points along said right of way as Grantors may desire.

IT IS FURTHER UNDERSTOOD AND AGREED that in addition to the consideration of Five Hundred Dollars (\$500.00) in hand paid, receipt of which is hereby acknowledged, the Grantee will disc__ and reseed to crested wheat grass along the right of way in September of 1940, and shall do such grading along said right of way at such points as Grantors shall indicate, and shall likewise provide such settling point at such place as the Grantors may desire; and Grantee shall repair the original drain line not in use but maintained for emergency purposes, so that the same will not leak when used for such purposes.

It is further understood and agreed that the consideration of Five Hundred Dollars (\$500.00) paid as aforesaid expressly includes damage heretofore done by the Grantee to the Grantors in the sum of One Hundred Seventy Five Dollars (\$175.00).

It is further understood and agreed that the work herein provided to be done by the Grantee shall be done immediately, and that all rights of way heretofore granted by the Grantors to the Grantee and not now traversed by the drain pipes of the Grantee shall be and the same are hereby rescinded.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate this 8th day of July, 1940.

In the presence of:

Leone Fackrell

John L. Fackrell
Cristie E. Fackrell
Grantors.

ATTEST:

Chester G. Davis
Secretary.



WASATCH OIL REFINING COMPANY, a
Utah corporation.
By Henry D Moyle
Vice President.

STATE OF UTAH)
) SS.
COUNTY OF DAVIS)

On the 9th day of July, A. D. 1940, personally appeared before me JOHN L. FACKRELL and CRISTIE E. FACKRELL, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires:
April 18, 1944.



R. N. Schluter
Notary Public,
Residing at Woods Cross, Utah
Abstracted 2/182.

Recorded July 13th, 1940 at 9:10 A. M.

Alice Ness County Recorder

No. 74700

(TAXPAYER)

BONNEVILLE IRRIGATION DISTRICT

No. 264

TREASURER'S RECEIPT

TREASURER'S OFFICE
DAVIS COUNTY, UTAH

FARMINGTON, UTAH, May 23, 1940

RECEIVED OF Francis Cracraft and his grantees landowners within the Bonneville Irrigation District Two thousand eighty five and 31/100 DOLLARS as follows:

a) part of 3 bonds, Nos. 361, 427, & 428 of the Bonneville Irrigation District, together with 42 interest coupons attached thereto in the sum of \$30.00 each, all of the First issue of \$600,000.00, issued on the 1st day of December, 1920, and due on the following dates: Dec.