

State of Utah }
County of Rich } ss.

On this 29th day of August 1935, personally appeared Bryan Booth who personally did this as his voluntary act.

(SEAL)

Emily G. Putnam
Notary Public.

My commission expires: Feb. 22, 1936.

Residence: Woodruff, Utah.

On the 29th day of Aug., C. W. Pope and Rose Hodges witnessed the signatures of Alvira Booth Rich, C. M. Mrell Booth, Virginia B. Taylor, Hattie B. Wallentine.

Ralph R. Ellis

C. W. Pope

Witness as to Bryan Booth

No. 2398.

Partial Release of Mortgage.

Recorded Aug. 31, 1935,
at 10:15 A. M.

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollar (\$1.00) to her in hand paid, receipt whereof is hereby acknowledged, the undersigned, Susanna R. Pugmire, assignee of J. R. Shepherd, mortgage named in that certain mortgage under date of the 3rd day of May 1920 from C. E. Booth and Alvira Booth, husband and wife, to J. R. Shepherd, which said mortgage is recorded in the office of the County Recorder of Rich County, State of Utah, in Book "N" of Mortgages, page 225, the said Susanna R. Pugmire being now the owner and holder of said mortgage, hereby releases from the lien of said mortgage the following described pipeline right of way, located in Rich County, State of Utah, to be used by Garden City, a Municipal Corporation, to-wit:

Beginning where the pipeline intersects the East boundary line of the Northwest quarter of the Southeast quarter of Section 6, Township 14 North, Range 5 East, Salt Lake Meridian, said point of intersection being about 1012.0 feet North from the Southeast corner of said Northwest quarter of the Southeast quarter of said Section 6, and running thence along the pipeline as constructed approximately as follows: South 58°52' West 346.0 feet; thence South 72°10' West 336 feet; thence South 76°37½' West 378 feet; thence North 84°53' West 213.3 feet; thence South 74°05' West 135.7 feet; thence Southwesterly 51.0 feet to the intake of Swan Spring, for a distance of ten feet on either side of said line, with right of ingress and egress to and from said right of way.

It is hereby expressly understood that this release shall not affect or impair the security of said mortgage upon any portion of any premises described therein, except the particular right of way hereinabove described.

Witness the hand of the undersigned this 30 day of August, 1935.

Susanna R. Pugmire

State of Utah }
County of Rich } ss.

On this 30 day of August 1935 personally appeared before me Susanna R. Pugmire, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

(SEAL)

My commission expires: July 30th, 1939.

N. J. Hodges
Notary Public, Residing at
Garden City, Utah.

No. 2399.

Right of Way Agreement.

Recorded Aug. 31, 1935,
at 10:30 A. M.

Wm. B. Cook Estate--Newell B. Cook Administrator.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, the undersigned hereby grant unto Garden City, a municipal corporation of the State of Utah, its successors and assigns, the right of way to lay, maintain, operate and improve all water works pipe lines over, through, under and across their lands in the County of Rich, State of Utah, along a line described approximately, as follows:

Beginning at a point 346.8 ft. N and 107.2 ft. E from the SW corner of the NW Quarter of Sec. 16, T 14 N, R 5 E, S.L.B.M. and running thence along the pipe line as constructed as follows: S 28 deg. 03½' E 547 ft. thence around the arc of an 8 deg. curve to the left a distance of 209.2 ft., thence S 44 deg. 47½' E 932.7 ft. more or less to the lands of Royal Pope.

and for a distance of ten feet on either side of said line with egress and ingress to and from said right of way, said grantors, however, to use and enjoy said premises except for the purposes hereinabove granted to said Garden City, which agrees to repair such damage as may be caused in the construction of its water works along and over said right of way, it being understood, however, that said Garden City, its agents, successors and assigns, may uproot such vegetation as may necessarily be uprooted and destroyed in the construction and maintenance of said water works system over and along said right of way.

Grantors agree that they will not injure or molest said water works system passing over and along said right of way.

Dated this at Salt Lake City, Utah, this 20th day of August, 1935.

Newell B. Cook
Guardian.