

No. 84952

TOWN OF CLEARFIELD. PIPE LINE EASEMENT

THORNLEY LAND AND LIVE STOCK COMPANY, a Corporation, Grantor of Kaysville, Davis County, Utah, hereby grants to the TOWN OF CLEARFIELD, a Corporation, Grantee, organized and existing under the laws of the State of Utah for One-Dollar and other valuable consideration a perpetual right-of-way for the construction, operation, repair and maintenance of two culinary water pipe lines, 5 ft. apart, the center line of the north pipe line being described as follows:

Beginning 685 ft. South and 1400 ft. West of the NE.cor. of Sec. 10, T. 4 N. of Rge 1 West, S.L.B.M. on the North side of the New Hill Field State Road and running North 81 deg. West 278 ft. to an Air Vent; th. North 73 deg. 30 min. West 1041 ft. more or less to the Grantor's West line; also

Beginning 610 ft. South and 1025 ft. West of the NE.cor. of Sec. 10, Twp. 4 North, Rge. 1 West S.L.B.&M. on the North side of the New Hill Field State Road and running North 56 deg. East 1213 ft.; th. North 66 deg. East 1266 ft. more or less to the easterly side of the grantor's land on the west side of the Old County Road.

It is hereby agreed that said Grantee may enter upon, along, or over the above described property for the construction, operation, repair and maintenance of said pipelines for the term of this easement.

It is further agreed that the Town of Clearfield will pay to the Grantor, its successors or assigns reasonable damages to crops or lands caused by the construction, operation, repair and maintenance of the above mentioned utility.

WITNESS the hand of the Grantor, this 26th day of October A.S. 1943

ATTEST:

THORNLEY LAND AND LIVESTOCK COMPANY

Mattie K. Shepherd  
Secretary



By John W. Thornley  
President

STATE OF UTAH     ()  
                          () SS.  
COUNTY OF DAVIS ()

On the 26th day of October, A.D. 1943, personally appeared before me, John W. Thornley, and being by me duly sworn, did say that he is the President of Thornley Land and Livestock Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said John W. Thornley acknowledged to me that said corporation executed the same.

My commission expires:

April 2, 1945



Thornley K Swan

NOTARY PUBLIC

Residing at Salt Lake City, Utah

Recorded November 1, 1943 at 3:55 P.M.

Abstracted 10-4N-1W

*Alicia Hess*  
County Recorder

which said mortgage was recorded August 26, 1942 in Book "1-Y" of Mortgages, page 454, in the County Recorder's office, Davis County, Utah, and

Whereas, under date of February 9, 1943, the said William G. Bain and Lois C. Bain, the owners of said property, conveyed said premises by warranty deed to R. O. Layton and Virginia P. Layton, which said warranty deed was recorded November 1, 1943 in Book 1-V of Deeds, Entry No. 84948, in said County Recorder's office of Davis County, in which said deed the said R. O. Layton and Virginia P. Layton assumed and agreed to pay the balance of said mortgage then amounting to \$3,937.48, and

Whereas, under date of October 22, 1943, the said R. O. Layton and Virginia P. Layton, the owners of said property, conveyed said premises by warranty deed to Kenneth K. Leonardson and Myrtis M. Leonardson which said warranty deed was recorded November 1, 1943 in Book 1-V of Deeds Entry No. 84949, in the said County Recorder's office of Davis County, in which said deed the said Kenneth K. Leonardson and Myrtis M. Leonardson assumed and agreed to pay the balance of said mortgage then amounting to \$3,830.21, and

Whereas, the said Kenneth K. Leonardson and Myrtis M. Leonardson desire to carry said original loan as an insured mortgage with the Federal Housing Administration and in order that said mortgage may be so carried, it is necessary for the said Bank to release the said original mortgagors and also R. O. Layton and Virginia P. Layton, and hold the grantees under said deed, the said Kenneth K. Leonardson and Myrtis M. Leonardson.

Now, therefore, in consideration of \$1.00 and other good and valuable consideration in hand paid, receipt of which is hereny acknowledged, and in further consideration of the release of William G. Bain and Lois C. Bain and R. O. Layton and Virginia P. Layton, and of carrying the said mortgage by said bank as against the said Kenneth K. Leonardson and Myrtis M. Leonardson, the said Kenneth K. Leonardson and Myrtis M. Leonardson have assumed and agreed to pay and by these presents do hereby assume and agree to pay the balance of said original mortgage in the sum of \$3,830.21 as of October 1, 1943 and in said assumption agree to pay said principal amount with the accrued interest and other charges in the manner and form provided by said original mortgage.

Witness our hands and seals this 22 day of October, 1943.

Kenneth K. Leonardson

Myrtis M. Leonardson

Subscribed and sworn to before me this 22 day of October, 1943

My commission expires

Feb. 27, 1944



Alan B Blood

Notary Public

Barnes Banking Company, Kaysville,

Utah  
Abstracted *Layton Sub.*

Recorded November 1, 1943 at 11:25 A.M.

*Alice Hess* County Recorder

Acknowledgment approved as to form and substance under the Laws and Statutes of the State of Utah.

By Parnell Black  
UTAH

Recorded April 30th, 1943 at 9:10 A.M.

Book "0" 21

*Glenn A. Less* County Recorder

No. 83099

RIGHT OF WAY

RETAIN PERMANENTLY

FORM 3390

CORRECT:

APPROVED:

APPROVED:

Preston A. Jenkins  
R.O.W. Agent

State Const. Engineer

State Plant Superintendent

\$5.00 RECEIVED OF THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO.

Five & no/100 Dollard, in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary underground conduit, poles, cables, wires and fixtures upon, over and across the property which I own, or in which I have any interest, in the Following The NE 1/4 Sec. 10. Tp. 4 No. R. 1W. S.L.M. Less Road County of Davis and State of Utah and upon and along the roads, street or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires

Said sum being received in full payment therefor.

Witness my hand and seal this 31st day of July A.D. 1942 at \_\_\_\_\_  
(Postoffice Address)

Witness: Jack N. Geopforth

Thornley Land & Live Stock Co. (SEAL)  
By John W. Thornley (SEAL)  
(SEAL)  
(Land Owner)

No officer or employee of this Company is authorized to procure a receipt to a voucher, except upon payment of its amount, and the COMPANY hereby gives notice, that if this voucher is signed without payment being made, it is done at the SIGNER'S OWN RISK.

\_\_\_\_ Line

State of Utah    X  
County of Davis X SS.

On this 28th day of October A.D. 1942, before me personally appeared Jack N Geopforth personally known to me to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposes and says that he resides in Salt Lake City, County of Salt Lake and State of Utah: that he was present and saw John W Thornley, personally known to him to be the signor, of the above instrument as part thereto, sign and deliver the same, and heard him acknowledge that he executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto, at the request of the said

COMMISSION EXPIRES

E. E. Holt