

in referred to.

All reference to books and pages mentioned in this affidavit refer to the records in the office of the County Recorder of Davis County, State of Utah.

A. L. Clark

Subscribed and sworn to before me this 22nd day of November, 1920.

My commission expires

Nephi Palmer

Aug. 20, 1921.

Seal

Notary Public.

Recorded November 24, 1920, at 4:00 P.M. Abstracted 9/26 9/56 9/807.

Shirley Jacobson, County Recorder.

F-575  
No. 31092.

AGREEMENT.

This Agreement, Made and entered into this 24th day of November 1914 by and between Samuel P. Owen, Albert Smith, and R. D. Kuyper, all of Clinton, Davis County State of Utah, Witnesseth:-

That Whereas, the said Owens, Smith, and Kuyper are about to tile drain certain lands being in the North-East Quarter of Section 27. Township 5 North, Range 2 West Salt Lake Meridian, U.S. Survey; said land belonging to said Owen;- and Whereas it is to the advantage of said parties and necessary that the said Drain shall enter and go through the land of said Owen in order to secure the necessary fall and outlet for said drain, it is understood and agreed that said drain shall enter the land of said Owen near the north-east corner of said land and go south-westerly and westerly for a distance of about ninety rods more or less and to the west side of the lands of said Owens.

Said drain ditch shall enter the land of said Owen at a depth of about five and one-half feet and as it is continued towards the westerly outlet it shall be of such a depth as to secure a uniform fall of about one-half inch to the rod.

The tile drain used at the entrance of said land shall be of the size known as Six Inch Tile and this size shall be used all through said ditch.

It is understood, that for the right to go through the land of said Owens the said Smith and Kuyper are to construct, dig, and furnish and lay said tile drain for a distance of Sixty Rods through the land of said Owens all at their own expense one-half being borne by said Smith, and one-half being borne by said Kuyper.

The said Owens on his part agrees, that for the remaining distance to the westerly outlet of said ditch, he will dig, and lay a tile drain of same size and uniform depth as shall make said tile ditch good and uniform drain throughout the whole of said distance through said land belonging to said Owens.

It is understood and agreed that the cost of keeping in repair and maintaining said ditch and drain, after the first construction of said drain, is to be borne equally by the said Owens, Smith, and Kuyper and their heirs and assigns, through the lands of said Owens.

It is understood and agreed, as between R.D. Kuyper and Albert Smith That the said Smith has the right to join in the construction and have the use of a ditch and tile drain, to be constructed by both the said Smith and Kuyper which said drain is to enter on the east side of the land belonging to said Kuyper and go Westerly for a distance of about 22 rods, and continue on as the ditch heretofore mentioned going through the land of the said Owens.

In Witness Whereof, the said parties hereto have set their hands and seals

the day and year above mentioned.

In presence of

R. P. Hunter

Samuel P. Owen

Albert Smith

R. D. Kuyper

STATE OF UTAH )  
                  ) ss.  
County of Weber )

On the 24th day of November 1914 personally appeared before me Samuel P. Owens, Albert Smith, and R. B. Kuyper the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires,  
January 2nd 1915.

Seal.

Ralph P. Hunter  
Notary Public Weber County Utah.

Recorded November 27, 1920, at 2:00 P.M. Abstracted. *B/329.*

*Miss Jacobson*, County Recorder.

No. 31118.

STATE OF UTAH )  
                  ) ss.  
County of Weber )

I, A. P. Bigelow, Cashier of the Ogden State Bank, Ogden, Utah, hereby certify and declare that the escrow agreement held by us wherein Wallace Richardson was to pay \$500.00 as mentioned in deed from him to Leo W. Child, dated September 8th, 1917, and recorded in the office of the County Recorder of Davis County, Utah, on December 1st, 1917 in Book "1A" of Deeds page 372, has been fully paid and satisfied.

A. P. Bigelow,  
Cashier.

Subscribed and sworn to before me this 4th day of March, A.D. 1919.

My commission expires,  
April 16, 1922.

Seal.

M. E. Rawson,  
Notary Public.

Recorded December 6, 1920, at 11:15 A.M. Abstracted. *982*

*Miss Jacobson*, County Recorder.

No. 31121.

STATE OF UTAH )  
                  ) ss.  
County of Davis )

Sheriff's Office.

Whereas, on the 18th day of October 1920, I levied upon and attached Lots. 1 and 4 Block 34 Plat "A" Centerville Townsite Survey, County of Davis, State of Utah. in the case of Studebakers Brothers Manufacturing Company vs. Ray F. Brandon and Mrs. M.M. Brandon, and the case of J. P. Gardner vs. W.L. Brandon, and the case of F.W. Gardiner Company vs. Walter L. Brandon, and Ray F. Brandon, said cases all being in the City Court for Salt Lake City, County of Salt Lake, State of Utah. and where as all of said cases have been settled and compromised and, Therefore, at the request of the attorney for the plaintiffs in each these cases I do hereby release the said attachments on the above named and described property.

Charles E. Nalder,  
Sheriff, Davis County,