

#679459

DEED

IDA H. JOHNSON, of Salt Lake County, State of Utah, GRANTOR, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid, receipt of which is hereby acknowledged, hereby grants, sells, conveys, quit-claims and warrants unto SALT LAKE CITY, a municipal corporation in the State of Utah, GRANTEE, all of the right, title and interest she owns or hereafter acquires in and to, all of the artesian, percolating, defined and natural sub-surface waters, including all flowing wells, springs and water filings appurtenant and belonging to, underlying and contained in artesian basins, underlying in whole or in part, Sections 4, 5, 6, 7, 8, 9, 16, 17 and 18, T. 2 S. R. 1 E. Salt Lake Meridian, and particularly all of the right, title and interest of said Grantor in and to said artesian, percolating, defined and natural sub-surface waters, including all flowing wells, springs and water filings appurtenant or belonging to, underlying and contained in the following described lands situate in Salt Lake County, State of Utah, to-wit:

Commencing at a point where the center of the county road intersects the center of a bridge crossing Big Cottonwood Creek, said point being about 10 chains west and 2.75 chains south of the northeast corner of the north west quarter of Section 8, in Township 2 South of Range 1 East of the Salt Lake Base and Meridian, and running thence North, 5 degrees West, along the center of said county road, 13.65 chains; thence West 11.23 chains, more or less, to old fence; thence South 20.40 chains, more or less, along old fence, to the center of Big Cottonwood Creek; thence northeasterly, following the center of said creek, to the point of beginning; being in and a part of the south half of the southwest quarter of Section 5 and the north half of the northwest quarter of Section 8, in said township and range, and containing an area of 22 3/4 acres, more or less, Subject to lane now running from Ninth East Street to Emma Retta Miller's Home.

Giving and granting unto the Grantee, its successors and assigns, the perpetual right to use said waters within and without the area of said artesian basins at whatever places and for whatever purposes said Grantee may elect, specifically giving and granting to said Grantee full right of substitution to claim and defend said right against all persons whomsoever in the right of the Grantor, or in any manner as fully as the Grantor might or could do had this grant not been made, together with the exclusive right in the Grantee, and its successors and assigns, to drill and/or develop in and upon the said land last specifically described for such water in any manner or method deemed necessary in the judgment of the Grantee, or in the judgment of its successors and assigns, for the proper extraction, removal and/or development of said water, including the right to prospect for and sink wells, and also giving and granting to said Grantee the additional right to such occupation and use of said surface as may be necessary in the drilling, extraction, removal and/or development of the water which may be found in said land, and for rights of way, over and along and upon said lands for ingress and egress for all purposes in connection with this grant and for one pipeline for conveying water over said land. If the Grantee shall determine to occupy said surface permanently for the erection of permanent improvements or otherwise, then Grantee shall pay to Grantor the reasonable value of the surface taken for permanent occupation. All pipelines shall be buried below plow depth and Grantee will pay Grantor for all damage to her growing crops and buildings or other improvements arising in the construction of said pipeline and other operations of Grantee. Grantor reserves the right to use the water from a one and one-half inch well designated "J-2" and flowing 4.8 gallons per minute, and a field well, springs or water source flowing 7 gallons per minute, which said capacities are hereby agreed to be the capacity of said wells, spring or other water source, and in case the flow of said one and one-half inch well, or the flow of said well, spring or other field water source in the pasture is affected by the act of the Grantee, the Grantee shall furnish to the Grantor at the location of said well and said well, spring, or other water source, flowing water in sufficient quantity to equal the said hereinbefore mentioned capacities. Grantor further reserves whatever interest she has in the water arising in the reservoir situate a short distance east of her above described property on land formerly belonging to Lars A. Larson and purchased in 1931 by Salt Lake City. The total amount of water arising in said reservoir is one-fourth second foot. If by act of the Grantee the said water arising in said reservoir is dried up or diminished, Grantee shall furnish Grantor with irrigating water to the extent but not in excess of her interest in water arising in said reservoir.

Grantee shall furnish, from the City Mains that are to be extended along Ninth East Street in front of said property, culinary water of approximately the same quality as used in Salt Lake City, and the Grantor shall have the right to make connection with said mains under such rules and regulations as may be in force relating thereto. Said Grantor shall pay for said water used, as determined by meter at meter rates in force and effect in Salt Lake City. Grantee hereby recognizes the rights of grantor in and to the reservoir on land formerly owned by Lars A. Larson, and now occupied by the City, but used by the Grantor, and agrees to pay Grantor \$25.00 for the repair of said reservoir.

IN WITNESS WHEREOF, said Grantor has set her hand this 25th day of June, A. D. 1931.

Ida I. Johnson

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 25th day of June, 1931, personally appeared before me IDA H. JOHNSON, signer of the foregoing Deed, who duly acknowledged to me that she executed the same.

My commission expires:
January 13, 1934.

HELEN KYHL,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
JAN. 13, 1934.

Helen Kuhl
Notary Public
Residing at Salt Lake City, Utah.

Recorded at request of Salt Lake City Attorney Jul 8, 1931 at 4:34 P. M. in Book #74 of Deeds Page 462 Recording fee paid No Fee (Signed) Jessie Evans, Recorder, Salt Lake County, Utah by W. H. Howard, Deputy (Reference: D-31-36-42-3; D-31-107-7; D-31-23-39; D-31-44-19; D-31-76-17; D-31-102-7; D-31-166-22; D-31-162-6; D-31-87-14; D-31-97-7; D-31-116-25; D-31-173-20. Entered in Water Index #4975)

#679662

Warranty Deed

Arlin B. Jensen and Florence L. Jensen, etc. etc. Grantor, of Salt Lake City, Utah hereby convey and warrant