

Entry No. 22774

WARRANTY DEED

Coalville City, a municipal corporation of the State of Utah, grantor, hereby conveys and warrants to Thomas Rees, Grantee, of Coalville City, Summit County, State of Utah, for the sum of Two Thousand Dollars, the following described tract of land situated in Summit County, State of Utah:

The south-west quarter of Section eight, township two north, of Range five East of the Salt Lake Base and Meridian, and containing one hundred and sixty acres of land, more or less.

Specifically reserving and excepting, however, from the operation of this deed all water and water rights appurtenant to said land or in any wise appertaining thereto, particularly reserving and excepting from the operation of this deed all the water and water rights of the said grantor in and to the water and the right to the use of the water flowing in Lewis Canyon, Summit County, State of Utah, including all the water and the right to the use of the water flowing from the springs commonly known as the "Icay Springs" of the "Algood Springs" located in said canyon; provided, that the said grantee may use on the land conveyed by this deed any surplus or overflow water which shall at any time escape from the dams, reservoirs or other diverting works of the grantor herein as the same now are located or may be located hereafter in said Lewis canyon; provided further, that said grantor shall have the exclusive right and title at any and all times to diminish or entirely stop said surplus or over-flow water when necessary to fill its reservoir or pipe lines as now constructed or which may be hereafter constructed and said Grantee, his heirs, executors, administrators, or assigns shall not be used, appropriation adverse possession or otherwise acquire any right, title or interest in any water in said Lewis Canyon, or right to the use of any water in said Canyon which said right, title, or interest shall in any manner obstruct, hinder, interfere or prevent said Grantor from taking and using said water at any time when necessary to fill and keep filled its said reservoirs and pipe lines as aforesaid; and provided further, that in the event said Grantee, his heirs, executors, administrators, or assigns shall by use appropriation adverse possession or otherwise acquire any right, title or interest in any of said water of said Canyon, then and in that event, the said Grantee, his heirs, executors, administrators or assigns, as the case may be, shall hold said water in trust for the benefit and use of the Grantor herein for the purpose of filling and keeping filled whenever it shall deem the same necessary its said reservoirs and pipe lines.

Further reserving and excepting from the operation of this deed, right of way for the pipe line of said Grantor as now constructed upon, over and across the aforesaid land, said right of way to be one (1) rod wide following the course of said pipe line and any greater width when actually necessary, and to include the right to construct necessary ditches, trenches, trussles, bridges, and the right to fence said right of way when necessary, and the right of ingress, egress, and regress, in any manner necessary upon said land for the purpose of maintaining, repairing, working or otherwise conducting the said pipe line and water works system of the said Grantor.

Further reserving and excepting from the operation of this deed, a tract of land described as follows:

Commencing at the North-east Corner of the South-west quarter of Section Eight, Township Two North of Range Five East of the Salt Lake Base and Meridian, and running thence South Forty-nine rods; thence North 38° West 30° rods; thence West to the Center of Weber River as now located Twelve rods; thence down the center of said channel of said river about Twenty-five rods and ten feet to a point on the North side line of the aforesaid South-west Quarter of Section Eight, that is Thirty-nine rods due west of the North-east corner of said South-west quarter of said Section Eight; thence Thirty nine rods due East on said North side line to the place of beginning, and containing Six and one-half acres.

Further reserving and excepting from the operation of this deed, a tract of land described as follows:

An easement for a path way on the West Side of the above described exception, said path way leading to the foot bridge over the Weber River.

IN WITNESS WHEREOF, the said Grantor has caused its corporate name to be hereunto affixed by its Mayor and these presents to be signed by its Mayor and attested by its City Recorder under its Corporate seal this 25th day of January, 1913.

(Corporate Seal) COALVILLE CITY, A municipal Corporation By Frank Pingree, Its Mayor.

Attested, Ray T. Carruth, City Recorder

STATE OF UTAH, County of Summit ss.

On this 25th day of January, 1913, personally appeared before me, Frank Pingree and Ray T. Carruth, who, being by me duly sworn, did say that they are the Mayor and City Recorder respectively of Coalville City, a Municipal Corporation of the State of Utah, and that said Instrument was signed in behalf of said Corporation by authority of a resolution of its City Council passed and approved on the 6th day of January, 1913, and the said Frank Pingree and Ray T. Carruth acknowledged to me that said Corporation executed the same.

Subscribed and sworn to before me this 25th day of January, 1913. Frank Pingree Ray T. Carruth

(Seal), My commission expires Aug. 11th, 1914. P. H. Nealey, Notary Public.

Recorded at the Request of Frank Pingree, Jan. 30th, 1913, at 10 O'clock A. M.

E. W. Franzworth, County Recorder.