

80897 G

BOX ELDER COUNTY
STATE OF UTAH

RECORDED

June 22, 1953 TIME 1:50 P. M BOOK 83

PAGE 165

MARGARET R. EVANS, RECORDER, BY

Margaret R. Evans

Fee \$24.10

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS:

That FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association of Ogden, Weber County, Utah, Grantor, for and in consideration of the sum of TWO HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED NINETEEN and 70/100 DOLLARS, (\$259,919.70), to it paid, the receipt whereof is hereby acknowledged, without any warranty whatsoever does by these presents grant, bargain, sell and convey unto SWAN LAND AND LIVESTOCK COMPANY, a corporation of the State of Utah, Grantee, all of the following described real property situate in Box Elder, Cache, and Weber Counties, State of Utah, to-wit:

- A. In the following described real property situate in Cache and Weber Counties, all references as to township and range have reference to the Salt Lake Base and Meridian:

<u>Sec.</u>	<u>Twp.</u>	<u>Range</u>	<u>Portion of Section</u>	<u>No. Acres More or Less</u>
13	8 N	2 E	NE 1/4 & SE 1/4 of NW 1/4	200.
27	"	"	SE 1/4 of SW 1/4	40.
33	"	"	SE 1/4 & S 1/2 of NE 1/4	240.
17	8 N	3 E	SW 1/4 of SW 1/4	40.
18	"	"	S 1/2 of NE 1/4, N 1/2 of SE 1/4, SE 1/4 of SE 1/4	200.
19	"	"	NE 1/4 of NE 1/4, SE 1/4 of NE 1/4, SW 1/4	240.
20	"	"	NW 1/4	160.
13	8 N	2 E	SE 1/4 & E 1/2 of SW 1/4	240.
23	"	"	SE 1/4 of SE 1/4	40.
24	"	"	All	640.
25	"	"	All	640.
26	"	"	All	640.
27	"	"	E 1/2	320.
34	"	"	All	640.
35	"	"	All	640.
36	"	"	All	640.
20	8 N	3 E	SE 1/4	160.
21	"	"	SW 1/4, S 1/2 of NW 1/4	240.
28	"	"	All	640.
29	"	"	All	640.
30	"	"	S 1/2	322.28
31	"	"	All	640.
32	"	"	All	640.
33	"	"	All	640.

<u>Sec.</u>	<u>Twp.</u>	<u>Range</u>	<u>Portion of Section</u>	<u>No. Acres More or Less</u>
1	7 N	2 E	All	617.60
2	"	"	All	617.92
3	"	"	N 1/2 of N 1/2, S 1/2 of NE 1/4, NE 1/4 of SE 1/4	256.52
4	"	"	Lots 1 & 2 or (N 1/2 of NE 1/4)	67.69
11	"	"	SE 1/4, NE 1/4, E 1/2 of NW 1/4	400.
12	"	"	NE 1/4 of NE 1/4, S 1/2 of NE 1/4, SE 1/4	280.
13	"	"	N 1/2, SE 1/4, N 1/2 of SW 1/4, SE 1/4 of SW 1/4	600.
24	"	"	E 1/2, SE 1/4 of SW 1/4	360.
25	"	"	All	640.
35	"	"	All	640.
36	"	"	All	640.
6	7 N	3 E	Lots 3 to 14 Inclusive	419.60
7	"	"	W 1/2	413.52
18	"	"	Lots 1 to 12 Inclusive	415.12
19	"	"	All	737.32
20	"	"	All	640.
29	"	"	All	640.
30	"	"	All	740.20
31	"	"	All	743.16
32	"	"	That part of E 1/2 lying N of county road	275.
32	"	"	NW 1/4, N 1/2 of SW 1/4, SE 1/4 of SW 1/4	280.
1	6 N	2 E	All	605.21
2	"	"	All	640.
6	"	3 E	Lot 8	40.

B. In the following described real property situate in Box Elder County, all references as to township and range have reference to the Salt Lake Base and Meridian:

<u>Sec.</u>	<u>Twp.</u>	<u>Range</u>	<u>Portion of Section</u>	<u>No. Acres More or Less</u>
1	10 N	8 W	All	709.
3	"	"	All of Lots 1, 2, 3 & 4	102.25
11	"	"	All	640.
13	"	"	All	640.
15	"	"	All (Fractional Section)	635.07
21	"	"	All (Fractional Section)	613.88
23	"	"	All	640.
25	"	"	All	640.
27	"	"	All	640.
29	"	"	All (Fractional Section)	227.
33	"	"	All	640.
35	"	"	All	640.
1	9 N	8 W	All	640.
3	"	"	All	640.
5	"	"	All (Fractional Section)	26.36
9	"	"	All (Fractional Section)	118.35
11	"	"	All	640.
13	"	"	All	640.
15	"	"	All (Fractional Section)	257.
23	"	"	All (Fractional Section)	565.66
25	"	"	All	634.38
6	10 N	7 W	N 1/2	320.12
19	"	"	S 1/2	320.
20	"	"	S 1/2 & E 1/2 of N 1/2	480.
21	"	"	All	640.
22	"	"	SW 1/4 & SW 1/4 of NW 1/4	200.
27	"	"	NW 1/4, NW 1/4 of SW 1/4, W 1/2 of W 1/2 of NE 1/4	240.

<u>Sec.</u>	<u>Twp.</u>	<u>Range</u>	<u>Portion of Section</u>	<u>No. Acres More or Less</u>
28	10 N	7 W	All	640.
29	"	"	All	640.
30	"	"	All	640.
31	"	"	All	640.
32	"	"	All	640.
33	"	"	W 1/2, W 1/2 of NE 1/4, W 1/2 of SE 1/4, and SE 1/4 of SE 1/4	520.
3	9 N	7 W	W 1/2 of W 1/2	160.
5	"	"	All	640.
6	"	"	All	600.48
7	"	"	All	640.
9	"	"	All	640.
10	"	"	SW 1/4; S 1/2 of NW 1/4; NW 1/4 of NW 1/4	280.
15	"	"	W 1/2 of SW 1/4 & NW 1/4	240.
16	"	"	All	640.
17	"	"	All	640.
18	"	"	E 1/2	320.
19	"	"	All	640.
21	"	"	All	640.
28	"	"	All	640.
29	"	"	All	640.
30	"	"	All	640.19
31	"	"	All (Fractional Section)	480.
32	"	"	Lots 1, 2, 3 & 4 & N 1/2	490.60
33	"	"	All (Fractional Section)	580.
5	8 N	7 W	All (Fractional Section)	540.
9	"	"	Lots 1, 2, 3 & NW 1/4 of NW 1/4	126.90

C. All of that portion of the pipelines hereinafter described which lies within the lands above described and an undivided one-half ($\frac{1}{2}$) interest in the balance of said pipelines and in the springs and waters hereinafter described, all as an appurtenance to those lands hereinbefore described upon which, and in connection with which the said waters have heretofore been beneficially used by the Grantor and its predecessor in title, subject, however, to the obligations, covenants and charges hereinafter more particularly specified, all of which shall be covenants running with the land to which the said water right and pipeline easement are appurtenant as aforesaid. The pipelines, springs and waters aforesaid are situate in Box Elder County, Utah, and are particularly described as follows, to-wit:

PIPELINE NO. 7:

BEGINNING at a point distant North $74^{\circ} 48'$ West, 1319.4 feet from the southeast corner of Section 16, Township 10 North, Range 7 West, S. L. M., said point being the center of a tank of the Central Pacific Railway Company; thence as follows: South $29^{\circ} 11'$ West, 20.9 feet; South $2^{\circ} 51'$ East, 180.1 feet; South $14^{\circ} 36'$ East, 87.9 feet; South $25^{\circ} 15'$ East, 17458.4 feet to a point in the south line of Section 35, Township 10 North, Range 7 West, S. L. M., distant 395.7 feet easterly thereon from the southwest corner of said Section 35; thence as follows: South $25^{\circ} 15'$ East, 1433.8 feet; South $38^{\circ} 47'$ East, 339.8 feet; South $45^{\circ} 15'$ East, 153.5 feet; South $57^{\circ} 49'$ East, 289.1 feet; South $66^{\circ} 38'$ East, 2478.6 feet; South $64^{\circ} 36'$ East, 396.3 feet; South $54^{\circ} 40'$ East, 1523.5 feet to a point in the east line of Section 2, Township 9 North, Range 7 West, S. L. M., distant 1440.0 feet northerly thereon from the southeast corner of said Section 2; thence as follows: South $54^{\circ} 40'$ East, 649.5 feet; South $54^{\circ} 47'$ East, 585.3 feet; South $59^{\circ} 06'$ East, 254.7 feet; South $66^{\circ} 21'$ East, 669.5 feet; South

70° 54' East; 393.0 feet; South 78° 22' East, 234.5 feet; South 86° 07' East, 364.8 feet; South 80° 37' East, 1059.1 feet to a point in the west line of Section 7, Township 9 North, Range 6 West, S. L. M., distant 820.6 feet southerly thereon from the northwest corner of said Section 7; thence as follows: South 80° 37' East, 813.4 feet; South 80° 46' East, 1474.7 feet; North 87° 06' East, 464.5 feet; North 77° 03' East, 187.5 feet; North 69° 46' East, 313.0 feet; North 63° 08' East, 480.7 feet; North 52° 39' East, 258.1 feet; North 40° 51' East, 133.8 feet; North 72° 02' East, 338.3 feet; North 57° 17' East, 100.4 feet; North 39° 07' East, 419.9 feet; North 54° 50' East, 19.7 feet to a point in the south line of Section 6; Township 9 North, Range 6 West, S. L. M., Distant 752.2 feet westerly thereon from the southeast corner of said Section 6; thence as follows: North 54° 50' East, 402.0 feet; North 43° 49' East, 95.8 feet; North 57° 13' East, 228.3 feet; North 63° 40' East, 227.9 feet; North 39° 21' East, 288.7 feet; North 57° 35' East, 253.6 feet; and South 80° 23' East, 283.6 feet to a point distant North 39° 51' East, 1100.9 feet from the southeast corner of said Section 6.

PIPELINE No. 8:

BEGINNING at a point in the course described as "North 39° 07' East, 419.9 feet" in the center line of the above described Pipeline No. 7, distant North 39° 07' East, 197.9 feet thereon from the southerly end thereof; thence as follows: North 88° 46' East, 199.6 feet; South 82° 44' East, 108.5 feet; South 64° 42' East, 74.1 feet; South 58° 27' East, 191.4 feet; South 57° 03' East, 255.1 feet; South 58° 10' East, 115.5 feet; South 44° 21' East, 399.5 feet; South 52° 00' East, 402.4 feet; South 32° 32' East, 133.1 feet; South 13° 10' East, 102.5 feet; South 0° 21' West, 106.3 feet; South 23° 39' East, 343.6 feet; South 28° 34' East, 84.7 feet; South 45° 12' East, 255.4 feet; South 59° 59' East, 101.1 feet; South 71° 04' East, 142.2 feet; South 89° 28' East, 339.0 feet; South 68° 33' East, 355.5 feet; South 84° 58' East, 222.5 feet; South 60° 55' East, 862.6 feet; South 49° 33' East, 281.0 feet; South 69° 34' East, 73.4 feet; South 87° 00' East 114.5 feet; South 73° 15' East, 123.6 feet; North 82° 27' East, 194.3 feet; South 85° 27' East, 597.1 feet; South 45° 34' East, 522.5 feet; South 53° 58' East, 138.8 feet; South 84° 40' East, 207.8 feet; North 81° 35' East, 108.3 feet; North 63° 52' East, 113.9 feet; North 44° 24' East, 305.1 feet to a point in the east line of Section 8, Township 9 North, Range 6 West, S. L. M., distant 362.8 feet southerly thereon from the east quarter corner of said Section 8; thence as follows: North 44° 24' East, 3.5 feet; North 40° 16' East, 336.5 feet; North 34° 55' East, 126.9 feet; North 12° 37' East, 115.7 feet; North 8° 09' West, 52.1 feet; North 13° 38' East, 185.6 feet; North 47° 15' East 253.9 feet; North 59° 43' East, 350.9 feet; North 68° 59' East, 218.6 feet; North 76° 44' East, 163.6 feet; North 89° 29' East, 386.5 feet; and North 50° 59' East, 32.0 feet to a point distant North 24° 10' East, 3829.2 feet from the southwest corner of Section 9, Township 9 North, Range 6 West, S. L. M., together with first party's water tank at Rozel, Utah.

Also all those springs in the vicinity of said pipelines, the waters from which are presently gathered and flow into the pipelines, with the waters flowing therefrom.

TOGETHER WITH an easement and right-of-way for livestock and vehicles of every kind and nature over all established roads and livestock trails located in Sections 24, 25, 26, 27, 33 and 34, all in Township 10 North, Range 7 West, Salt Lake Base and Meridian, United States Survey, the same to be used in such a way as to cause a minimum of damage to forage and top soil where the same are located.

TOGETHER WITH an undivided one-half ($\frac{1}{2}$) interest in the rights for the construction, maintenance and operation of water pipeline or pipelines granted by the United States Department of the Interior, Bureau of Land Management, Land and Survey Office, under its water pipeline permit designated by its serial number 021720, now standing in the name of Matt S. Browning, Trustee.

TOGETHER WITH the right to be held and exercised as an appurtenance to the lands hereinbefore described, to enter upon and drill one well, for the production of water at such location in either Section 27 or Section 34, Township 10 North, Range 7 West, Salt Lake Base and Meridian, United States Survey, in Box Elder County, Utah, as the Grantee may select, together with the right and easement to locate, construct, maintain and operate one pumping station for the transportation by pipeline of the water so to be produced, and the right and easement to lay, construct, maintain, repair, replace and remove a pipeline upon and across such portion of said sections as the Grantee shall select for the purpose of conveying any and all waters which may be produced by the well so to be drilled to and upon the lands herein conveyed. The pipeline aforesaid shall be buried not less than twenty-four (24) inches below the surface of the ground and after the construction, repair or removal thereof the surface of the ground shall in all cases be reasonably restored as near as may be to its former condition, provided that nothing herein contained shall be deemed to require the Grantee's successors or assigns to replant or reseed the forage growing upon the lands under which said pipeline is placed. All of the work for the drilling and construction of the said well and the said pipeline shall be done in a careful and prudent manner and in such a way as to interfere with the Grantor's use and operations of the lands in this paragraph described as little as need be.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and benefits thereof.

RESERVING, HOWEVER, unto the Grantor, its successors and assigns, all the oil, gas, petroleum and all other minerals and mineral substances of any kind or nature that may be found in, on or under the said lands; TOGETHER WITH the rights of ingress and egress over, across and upon the said lands for the purpose of removing any and all oil or gas; TOGETHER WITH sufficient rights for the reasonable operation of any gas or oil well of whatever kind or nature; TOGETHER WITH sufficient surface rights for the operation of any mill, refinery or pipeline reasonably necessary or convenient for the operation of any oil or gas well of any kind or nature; TOGETHER WITH a perpetual right to enter upon all of said parcels or tracts of land to open, mine, drill wells and trench and lay, maintain and operate pipelines and to erect,

maintain and operate all structures, appliances, improvements and fixtures necessary or convenient in searching for, procuring, producing, treating, caring for and storing, transporting and removing any and all such natural gas, oil, petroleum, coal and other minerals and mineral substances of whatever kind or nature that may be found thereon or thereunder, and the perpetual right to erect, maintain and operate telephone, telegraph and power lines for the use of the Grantor and its beneficiaries and its and their successors in interest, TOGETHER WITH the right to maintain, repair, replace and remove any and all structures, appliances, improvements and fixtures placed thereon, and TOGETHER WITH the full right to develop, produce, store, transport and use all water necessary or convenient in carrying on said operations or any part thereof; PROVIDED, HOWEVER, that as to any of the lands hereinbefore described in which the Grantor does not own the oil, gas, petroleum or other minerals at the date hereof, the easements and rights reserved hereby to the Grantor, its successors and assigns, shall be limited to the right to construct, establish, lay, maintain, repair, operate, replace, and remove roads, pipelines, power lines and/or telephone and telegraph lines upon and over said lands that are or may become reasonably necessary to the Grantor, its successors and assigns, in gaining access to the lands upon which it now owns the mineral rights aforesaid, for the purpose of enjoying and realizing, fully and freely, the rights hereinbefore reserved in the lands in which the Grantor now owns said mineral rights, and the right to develop, produce, store, transport and use all water necessary or convenient in carrying on said operations or any part thereof upon the lands in which the Grantor owns the mineral rights aforesaid. The existence or granting of a lease of said mineral rights, or any part thereof, for the purpose of exploring for, developing and/or exploiting the said minerals shall not be deemed, for the purpose hereof, to deprive the Grantor, its successors or assigns, of ownership of the minerals aforesaid;

AND SUBJECT to all rights to gas, oil and other minerals of whatsoever kind or nature and the appurtenances thereto heretofore reserved by any previous owner of any of the aforesaid lands.

AND SUBJECT to the following covenant on maintenance or surrender of pipeline:

The Grantee for itself, its successors and assigns, covenants and agrees to bear and to pay and discharge one-half ($\frac{1}{2}$) of the cost of the reasonable maintenance of the springs and of that portion of the pipeline hereinbefore particularly described which lies outside the lands described herein, and that said covenant and agreement shall be a covenant appurtenant to and running with the lands upon which said pipeline is situated and upon which the half of the water right not conveyed hereby shall be appurtenant, and that the said covenant and agreement shall be and is for the benefit of the Grantor, its successors and assigns in the lands last above mentioned. It is specifically provided, however, that the Grantee, its successors and assigns, shall have the right and option by written notice of election served by registered mail upon the Grantor,

its successors and assigns last aforesaid on or before June 1 of any calendar year to renounce the covenant and agreement in this paragraph contained for the maintenance of the said pipeline and springs and to relieve itself, its successors and assigns of further obligations thereunder as to all repair and maintenance costs incurred after June 1st of such calendar year, FURTHER PROVIDED, HOWEVER, that such notice of election shall not be effective for any purpose unless the same be accompanied by an unconditional tender of a conveyance in writing duly signed and acknowledged of all of the right, title and interest of the Grantee, its successors and assigns in and to the said springs, water right and pipeline to the Grantor, its successors and assigns last aforesaid, beneficiaries of the said covenant respecting the repair and maintenance aforesaid. The Grantor, for itself, its successors and assigns, similarly covenants and agrees to pay and discharge one-half ($\frac{1}{2}$) of the cost of the maintenance of the said springs and pipeline, the same to be a covenant running with the lands to which the Grantee's water rights in said springs are appurtenant, and the Grantor, its successors and assigns in the land to which the Grantee's covenant aforesaid is appurtenant, shall have a similar right and option to renounce the said covenant and relieve themselves of the obligation thereof by notice given before June 1st, as aforesaid, to the Grantee, its successors and assigns by tendering conveyance of their respective rights in the said springs and pipeline, all as aforesaid, TOGETHER WITH an easement for the maintenance, operation and repair of said pipeline to the Grantee, its successors and assigns, the beneficiaries of the said covenant respecting the repair and maintenance aforesaid.

AND SUBJECT to all easements of any kind or nature whatsoever upon or across the aforesaid property, whether or not the same appear of record or whether or not the same are apparent.

TO HAVE AND TO HOLD all and singular the above mentioned and described property with the appurtenances unto the said Grantee, and its assigns forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its Vice President and Trust Officer and its ^{Ass't Trust Officer} ~~Cashier~~ thereunto duly authorized this 19th day of June, 1953.

FIRST SECURITY BANK OF UTAH
NATIONAL ASSOCIATION

By W. H. Love
Vice President and Trust Officer

By R. J. Young
Cashier Ass't Trust Officer

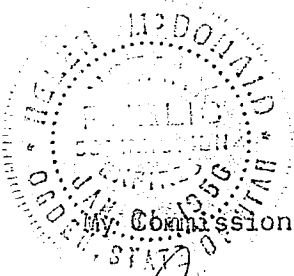


STATE OF UTAH)

: ss

COUNTY OF WEBER)

On the 19th day of June, A. D., 1953, personally appeared before me W. H. LOOS and KAY A. YOUNG, who being by me duly sworn, did say that they are the Vice President and Trust Officer and Assistant Trust Officer, respectively, of First Security Bank of Utah, National Association, a national banking association, and that said instrument was signed in behalf of said national banking association by authority of a resolution of its Board of Directors, and said W. H. Loos and Kay A. Young acknowledged to me that said national banking association executed the same.



My Commission Expires:

Jan. 31, 1956Helen McDonald

Notary Public

Residing at Ogden, Utah

This deed is executed in triplicate for the purpose of facilitating the simultaneous recording thereof in the Counties of Weber, Box Elder and Cache, and Revenue Stamps in the amount of \$286.00 have been affixed to the copy recorded in Weber County.

Index ✓

Abst in ✓A of Sec 20✓-27✓-28✓-32✓-40✓-48✓-50✓-56✓-135✓-136✓-200✓-201✓-202✓-203✓-204✓
 ✓B of Sec 222✓
 ✓F of Sec 31✓-390✓-391✓-396✓-398✓-399✓-400✓-401✓-403✓-405✓-406✓
 ✓H of Sec 413✓
 ✓I of Sec 211✓-365✓-492✓
 ✓M of Sec 77✓
 ✓Q of Sec 265✓
 ✓R of Sec 285✓
 ✓S of Sec 55✓-258✓-479✓
 ✓T of Sec 505✓
 ✓P of Sec 91✓
 ✓V of Sec 416✓-418✓-421✓
 ✓W of Sec 151✓-329✓
 ✓X of Sec 258✓-394✓-397✓
 ✓Y of Sec 17✓-19✓-41✓-48✓-49✓-283✓-284✓-285✓-295✓
 ✓Z of Sec 28✓-419✓-423✓-456✓-457✓
 ✓One of Sec 127✓-279✓
 ✓4 of Sec 25✓-34✓-36✓-38✓