

Filed for record July 10 A.D. 1900 at 9.50 o'clock A.M.

F. J. Henderson

County Recorder

By E. E. West Deputy

Deed

ThisIndenture made the sixteenth day of June A.D. 1897, between the Pioneer Electric Power Company, a corporation of the State of Utah, of the first part, and Mrs. Isabel J. Hudson of Weber County, Utah, of the second part.

Witnesseth: That whereas, by resolution of the Board of Directors of said party of the first part, adopted at a regular meeting of said directors on the seventeenth day of November, 1896 the President and Secretary of said Company were instructed for and in behalf of said corporation to sell and contract ^{water} for irrigation purposes to such persons as would comply with certain requirements;

And Whereas, said party of the second part has agreed to comply with said requirement and said party of the second part desires to buy and use said water pursuant to said resolution and subject to the conditions herein prescribed;

Now therefore the party of the first part, in consideration of the sum of one dollar to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged; and of the payment by the party of the second part of one dollar per acre per annum for each acre of water right furnished said party of the second part, at the time and in the manner herein after provided for, does by these presents hereby promise and agree, subject to the conditions herein after named, to furnish and deliver to said party of the second part his heirs and assigns forever, during the season of each and every year beginning April 15th and ending October 15th except when prevented by unusual storms, or floods, or diseases, or other causes over which it has no control, a water right for said period for thirtyseven and one half (37 1/2) acres of land, which said water right is determined on the basis of one cubic foot per second, flowing continuously, for each one hundred and fifty acres of land, that is 1-150 of a cubic foot of water per second, flowing continuously, during said period of each season as aforesaid, for one acre of land, the amount so computed to be furnished said party of the second part being 1-150 of a cubic foot per second flow as aforesaid. The water so to be furnished to said party of the second part is to be delivered to him at, from and on the grade of the nearest canal owned by said party of the first part and the said water so delivered to said party of the second part must be taken under

the direction of the party of the first part, and under such reasonable regulations as to place and kind of head gates to be placed in the canals, which are to be furnished by said party of the second part, as may be prescribed by said party of the first part, and said water so furnished shall be used by said party of the second part, his heirs and assigns, upon the following described lands to wit:

Beginning at the southeast corner of the north west quarter $\frac{1}{4}$ of the south west quarter $\frac{1}{4}$ of section thirty (30) Township seven (7) North Range Two (2) West, Lake Meridian; thence north one hundred and sixty (60) rods, thence west twelve (12) rods, thence south $5^{\circ} 0'$ west to center line of section, thence south $27^{\circ} 22'$ west 327 rods, thence west 46.99 rods to section line, thence south 50.9 rods, thence east eighty (80) rods to place of beginning, containing thirty seven and one-half ($37\frac{1}{2}$) acres.

But it is hereby expressly understood, that the promises herein before contained are conditioned and wholly dependent upon the faithful performance by said party of the second part, his heirs and assigns, of the following requirements, to wit:

said party of the second part, his heirs and assigns, shall pay, on or before the 15th day of April of each and every year, to said party of the first part, its successors and assigns, the sum of one dollar lawful money of the United States, for each and every acre of water right hereby promised to be furnished to the said party of the second part, and in case it shall be found at any time, during or at the end of the season, that the party of the second part has used or is using more water than indicated, said party of the first part shall have the right to collect the sum of One Dollar per acre for each additional acre or part of an acre of water so used.

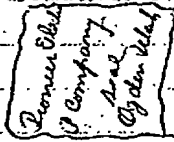
And that in default of the payment of said sum the same from and after the amount falls due and including any amount not paid April 15th, as aforesaid, shall be a lien on the water of a first mortgage in favor of the party of the first part on all the lands last aforesaid, and shall so continue for one year from the time it is due, and such lien shall be enforced in the same manner as a debt secured by mortgage. Said party of the first part shall also have the power and it shall be its right to withhold the use of said water from such persons until such amount is paid.

Provided, that if said amount shall not be paid within ten days after the same shall be due, said party of the first part shall have the right to dispose of the water, so to be furnished to the said party of the second part, for the current year; and if there be default by such persons in the payment of said amount for two successive seasons, the water so agreed to be furnished said party of the

second part shall revert to said corporation, and its title and ownership therein shall become absolute and indefeasible and such second party shall be considered and regarded as having forfeited all rights, title, interest and property in and to such water, and his interest and property therein shall be forever absolutely extinguished, and the amount paid to said party of the first part including land and money shall be forfeited and considered as liquidated damages.

For Witness Whereof, said party of the first part has hereunto caused its name and seal to be affixed by its President and Secretary this sixteenth day of June 1897.

signed in presence of
E. W. Wade



The Pioneer Electric Power Company
By Geo. B. Cannon President
C. K. Barnister Secretary

State of Utah
County of Weber

ss.

On this sixteenth day of June 1897 personally appeared before me, E. W. Wade, a notary Public in and for Weber County, Utah, George B. Cannon and C. K. Barnister, personally known to me to be the persons who executed the foregoing instrument as President and Secretary respectively of the Pioneer Electric Power Company, and who duly acknowledged to me that they executed the same as and for the act and deed of said party of the first part.

Edward W. Wade

Commission expires
Edward W. Wade
Oct. 2 1900
Notary Public Weber Co. U.

My Commission

expires Oct. 2 1900

Notary Public

Filed for record July 10 a.m. 1900 at 9²⁵ clock a.m.

F. J. Henderson

County Recorder

By E. E. West Deputy

Warranty Deed

George E. Mauler, Catherine M. Mauler his wife and David Mauler (unmarried) Grantors of Ogden City Weber County State of Utah hereby convey and Warrant to Jacob Bachman Grantee of Ogden City, Weber County, State of Utah, for the sum of Two dollars the following described tract of land in Weber County, State of Utah:

All of Lot numbered Three (3) and Four (4) in Block numbered Two (2) of Grove Addition to Ogden City Weber County Utah according to the official survey and plat of said Grove addition on file and recorded in the office of the County Recorder of said Weber County State of Utah.

Witness the hands of the said Grantors this tenth day of February A. D. 1900