



Sidney R. Nielson  
Notary Public.

Residing at Salt Lake City, Utah.

My commission expires Feb. 7, 1925.

Recorded at request of Ed D Smith & Sons Nov 4 1921 at 12:06 P. M. in Book 11-K of Deeds pages 227-228. Abstracted in Book C-17, P.-209, L.-32. Recording fee paid \$.90. (Signed) Lillian Cutler, Recorder Salt Lake County, Utah. By Zina W. Cummings Deputy.

459221

DEED.

This indenture made and entered into this 22<sup>th</sup> day of May, A. D. 1913, by and between Susan Despain, Angus Ray Despain and Emily K. Despain, his wife, of Salt Lake County, State of Utah, herein known as grantors and parties of the first part, and Murray City, a municipal corporation, under the laws of Utah, known herein as grantee and party of the second part,

WITNESSETH: That said parties of the first part for and in consideration of the sum of One Hundred Fifty (\$150) Dollars, lawful money of the United States to them in hand paid by said grantee, the receipt whereof is hereby acknowledged, do hereby grant and convey to said grantee its successors and assigns, an easement and right of way for the construction, laying and maintenance of a pipe line for the use of said grantee for power purposes. The said right of way and easement being granted upon and across the property belonging to said grantors, situated in the Northwest quarter of Section 12, Township 3 South, Range 1 East, Salt Lake Meridian, in Salt Lake County, State of Utah, the said right of way and easement hereby granted being described as follows: Five (5) feet on each side of the following described line:

Beginning on a 11 degree 50 minutes curve to left with central angle of 10 degrees 30 minutes at 7.9 feet, South 1 degree 10 minutes East from station 42 plus 29.8, Murray City pipe line survey which station bears South 1 degree 10 minutes East 1366.7 feet from the northeast corner of the northwest quarter of Section 12, Township 3 South, Range 1 East, Salt Lake base and Meridian; thence North 84 degrees 43 minutes west 56.8 feet; thence on 15 degree curve to right with central angle of 11 degrees 38 minutes; thence north 73 degrees 5 minutes west 22.15 feet; thence on 4 degree 10 minute curve to right with central angle of 4 degrees 42 minutes; thence north 68 degrees 23 minutes west 104.5 feet; thence on 4 degrees 30 minutes curve to right with central angle of 4 degrees 56 minutes; thence north 63 degrees 27 minutes west 6/10 feet; thence on 20 degree 30 minute curve to right with central angle of 28 degrees 6 minutes; thence north 35 degrees 21 minutes west 90.7 feet; thence on 3 degree curve to left with central angle of 3 degrees 24 minutes; thence north 38 degrees 46 minutes West 7.8 feet; thence on 12 degree curve to right with central angle of 11 degrees 56 minutes; thence north 26 degrees 50 minutes west 106.2 feet; thence on 7 degree 20 minute curve to left with central angle of 14 degrees 38 minutes; thence north 41 degrees 28 minutes; west 106.6 feet; thence on ten degree curve to left with central angle of 15 degrees 29 minutes; thence north 56 degrees 57 minutes west 140.2 feet; thence north 42 degrees 23 minutes west 32½ feet to west line of property.

The right of way and easement hereby granted is perpetual and shall include the right of entry upon said premises for purposes of construction and repair of said pipe line; and this easement and right of way is granted subject to the following restrictions, limitations and reservations, viz:

That the said grantee shall cover substantially by two thirds of the surface of the pipe so placed in the grounds along the entire distance of said right of way wherever it can conveniently be done, and shall also at all crossings entirely cover said pipe, or shall construct such culverts or crossings thereover as are necessary and convenient to travel over the said pipe.

And the said grantors claiming that they are entitled to sufficient water for culinary and domestic uses by reason of their prior appropriation of the same from the waters of Little Cottonwood Creek the said grantee shall and will and hereby covenants and agrees that it and its successors and assigns will permit said grantors or their heirs or assigns, to connect with said pipe line to be constructed by it, a pipe through which to convey to the house occupied by said grantors as a dwelling, said water so appropriated by them for culinary and domestic purposes. Said pipe to be connected shall not exceed 3/4 of an inch in diameter and the water diverted through said pipe shall be used for culinary and domestic purposes within said house and any additions thereto or alterations thereof only, and not otherwise.

And it is mutually understood and agreed that the water to be drawn through said pipe to the house of said grantors, shall be water, the right to the use of which belongs to

said grantors and the said grantee shall in no wise assume to supply or furnish said water, or be responsible for the furnishing thereof, but only assumes to permit the said grantors to convey the water belonging to them through the pipe line to be constructed by the grantee along the right of way herein described from the intake of said pipe line, in Little Cottonwood Creek to the point where the grantors shall attach the pipe to be attached as aforesaid by them, to the said pipe line of the grantee. And the said grantors hereby covenant and agree to and do hereby assume all responsibility for the exercises of the right to attach their service pipe to the pipe line of the said grantee, as aforesaid, and to convey the said water through the said pipe line as aforesaid.

And the said grantee hereby agrees to the aforesaid terms and to the limitations and conditions herein before set forth and to the covenants and agreements to be by it performed and accepts and takes the aforesaid grant and conveyances subject to the terms, limitations, conditions and agreements hereinbefore contained.

IN WITNESS WHEREOF, the said grantors have hereunto set their hands, and the said grantee has caused these presents to be executed and its seal to be hereunto affixed, by its duly authorized officers, on the day and year first above written.

Signed in the presence of

Susan Despain

Angus Ray Despain

Emily K. Despain

Parties of the first part or Grantors.

MURRAY CITY, a municipal corporation

By Geo. A. Huscher

Its Mayor

Party of the second part or Grantee.

ATTEST: W J Warenski  
City Recorder

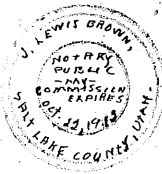


State of Utah :  
County of Salt Lake : ss.

On the 24th day of May, A. D. 1913, personally appeared before me, Susan Despain, Angus Ray Despain, and Emily K. Despain his wife, the signers of the above instrument who duly acknowledged to me that they executed the same.

J. Louis Brown

Notary Public.

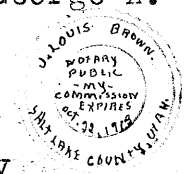


IN THE STATE OF UTAH :  
COUNTY OF SALT LAKE : ss.

On the 24th day of May, A. D. 1913 personally appeared before me George A. Huscher, who being by me duly sworn did say that he is the Mayor of the Murray City, a municipal corporation. The said instrument was signed in behalf of the said City of Murray by authority of a resolution of its Board of Commissioners, and that said George A. Huscher acknowledged to me that said corporation executed the same.

J. Louis Brown

Notary Public.



accepted by the Board of Commissioners of Murray City this 22 day of ~~June~~ <sup>May</sup> A. D. 1913.

W J Warenski

City Recorder.



Recorded at request of Murray City Nov 4 1921 at 12:22 A. M. in Book 11-K of Deeds pages 228-229. Abstracted in Book D-12, P.-162, L.-26-7-8. Recording fee paid \$2.90. (Signed) Lillian Cutler, Recorder Salt Lake County, Utah. By Zina W. Cummings Deputy.

459222

RIGHT-OF-WAY-DEED.

Wm. J Warenski & Annie M Warènski Grantors of Murray City, County of Salt Lake, State of Utah, hereby convey and grant to Murray City, a municipal corporation of the State of Utah, grantee, for the sum of One and <sup>00</sup>/<sub>100</sub> Dollars a perpetual right-of-way over and across the following described tract of land in Salt Lake County, State of Utah, not to exceed 12 inch in width through center of Center Street extended north to 48th South, St. for construction and repairing: of Sewer Line, The center Line is described as follows, being in the center of Center Street extended north from north line Tingley's Trust Addition to Murray City. to the S. Line 48th South Street: Beginning at a point N88° 02'E 541½ ft. from rock monument at intersection of east line State Street and South Line 48th South Street, and running thence South 308 ft. to North line Tingley's First Addition to Murray City. The sewer line is to be installed and completed within one year from date otherwise this instrument will be null and void, it being the intention of said grantor to donate said right-of-way to Murray City for the use of the public for sewer purposes, including the right to construct and maintain therein sewers and sewer drains and pipe-line.

WITNESS, the hand of said grantor, this 14 day of October A. D. one thousand nine

Rm.  
A.K.