

reserved by grantor for irrigation purposes, subject to the uses of grantee as designated. And grantor also reserves a flow of water from the said large lake such as can be carried thru a two inch pipe leading from the said lake together with a right of way over the land herein conveyed, to lay and maintain a pipe line for the said purpose of conveying the said water from the lake thru the said two inch pipe, after serving the specific purposes herein enumerated, the water naturally arising from the said large lake, after serving the purposes specified, shall be delivered to the grantor by gravitation or other manner at a point on the North Boundary line of said 82½ acre tract herein conveyed, and situated as nearly as may be, directly North of the west end of the said large lake or spring designated; this point may be changed if need be by the grantee from time to time to serve the purpose and requirements of the use of said water for bathing, skating, boating, fishing, and the other purposes enumerated, ~~but whatever changes are made shall be accomplished with due regard to grantee's use of said water, and the filling and emptying of pools shall be accomplished depriving grantor of the use of said water to a point of damage or injury. All other water reserved by grantor shall flow by gravity to the land to the North adjoining the land hereby conveyed.~~

It is further agreed that the overflow water from the said lake is to be used by the grantor on the land lying to the North of the said 82½ acre tract for irrigation, culinary and domestic purposes only, and it is agreed that the said grantee in the use of said water, for the said purposes of the resort and sanitarium will cooperate with the grantor in delivering the said water from the said resort ground at such point or points as will deliver the said water to the said ground on the North to the best advantage for irrigation, with due regard for the resort and sanitarium purposes to which the grantee shall or may utilize the same. Grantor agrees not to use any of the said overflow water from said lake for resort or sanitarium purposes, nor will the grantee divert or cause to be diverted by drilling or digging wells or in any other way, or cause to be diminished thru drilling or otherwise, the normal flow of the water from arising from springs in said lake, now aggregating approximately 2½ second feet, and if thru drilling or by any other means, the normal natural flow of water from said springs in said lake should be diminished by the grantee or her heirs, agents or successors or assigns, the grantee agrees to deliver to the grantor all water developed thru digging or drilling wells after said developed water has served the specific purposes designated herein of the grantee, and this deed is given and received subject to the specific terms and conditions herein stipulated.

Grantor hereby also reserves the right to make whatever irrigation ditches across the 82½ acre tract of land hereby conveyed as may be necessary to carry water from the East Jordan Canal Company or from the said large lake, for irrigating the land lying North of the land hereby conveyed.

In consideration of this grant and the mutual covenants, terms and conditions, herein contained, the grantor covenants with the grantee that it will do no drilling or digging of wells whatsoever on the property which it now owns and which lies to the North of and adjoins the tract herein conveyed, in such a manner as to diminish the flow of water from any one of the springs or the large lake situated on the land hereby conveyed to the grantee, and that at all times it will hold the said grantee harmless from diminishing the water now rising from said springs by reason of any drilling or other acts done by the grantor or its successors or assigns on its property situated on the North and contiguous to the land hereby conveyed; and should the grantor drill, dig or sink a well of any description or for any purpose, or thru or by any other means, and it is found that such well or other act diminishes the normal flow of water from any one or more of the springs or said lake situated on the land hereby conveyed, the grantor agrees to close up said well that the normal flow of the water in the spring or springs and lake found to be so diminished shall be restored.

The covenants herein contained are made on behalf of and is binding upon both the grantor and the grantee, their representatives, successors and assigns.

This deed is given subject to the balance of the purchase price due Joy W. Danyon and others under contract with the grantor, and also subject to two perpetual rights of way two (2) Rods wide running North and South across and over the extreme West end and also across the extreme East end of the 82½ acre tract hereby conveyed.

IN WITNESS WHEREOF the Utah Country Club has caused this instrument to be signed in its corporate name and its official seal affixed by its President and Secretary, this 14th day of March, A. D. 1923.

Utah Country Club,
Salt Lake City, Utah.
Incorporated 1913
Seal

UTAH COUNTRY CLUB,
By Jeremiah Stokes
President
By Chas. E. Hayes
Secretary.

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On this the 14th day of March A. D. 1923, personally appeared before me Jeremiah Stokes and Chas. E. Hayes who being by me first duly sworn, deposes and says that he is the President and Secretary respectively of the Utah Country Club and that he signed the foregoing instrument in behalf of the said Company by authority of a resolution of its Board of Directors duly and regularly passed; and the said Jeremiah Stokes and Chas. E. Hayes acknowledged to me that the said corporation executed the same.

L. Loraine Bagley,
Notary Public
Salt Lake City-State of Utah.
Commission Expires
Oct. 28, 1925.

L Loraine Bagley
Notary Public, residing at
Salt Lake City, Utah.

Recorded at request of L. W. Robbins, Nov. 10, 1925, at 4:10 P. M. in Bk. 12-H of Deeds, Pages 629-30. (Signed) Lillian Cutler, Recorder Salt Lake County, Utah, by Zina W. Cummings, Deputy. D-15-212-10, D-15-214-1.

646804

WARRANTY DEED

UTAH COUNTRY CLUB, a Utah Corporation, grantor, hereby conveys and warrants to Wasatch Development Company, a Utah Corporation, grantee, for the sum of \$500.00 and other good and sufficient consideration, the following described tracts of land in Salt Lake County, State of Utah, to-wit:

The West Half of the Southwest Quarter of Section 1; the Northwest Quarter of the Northwest Quarter of Section 12; the Northeast Quarter of the Northeast Quarter of Section 11 and the East 5 Rods of the Northwest Quarter of the Northeast Quarter of said Section 11, Township 4 South, Range 1 West, Salt Lake Meridian; and the East Half of the Southeast Quarter of Section 2, also in the same township and range.

Subject to the right of way for the Denver and Rio Grande R. R. and for the Salt Lake City Canal and subject also to a right of way for a waste or surplus water ditch now in use over the same on the West side thereof. There is also hereby conveyed 820 shares of stock in the Crystal Lakes Water Company.

It being the full purpose of this instrument to convey to the said grantee all the rights, privileges, benefits, uses, enjoyments and appurtenances belonging to the said land, to the same full extent and without any reservation whatsoever, which the grantor now has or might have under and by virtue of the deed of conveyance to it from its grantors, but specifically subject to all the covenants, terms and conditions in a deed of even date herof from this grantor to Eugenia W. Stokes, whereby an 82½ acre tract of land adjoining the land in this deed described on the South and also an 8 acre tract are therein described and conveyed to her, and this deed is given and accepted subject to said terms, conditions and covenants all

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 L. Loraine Bagley

of which the grantee herein hereby assumes and agrees to fulfill and abide in, so far as said covenants, terms and conditions apply to it.

This deed is given subject also to all incumbrances against said tracts of land hereby conveyed, which the grantee, by the acceptance of this deed, assumes and agrees to pay; and also subject to two perpetual rights of way 2 Rods wide and running North and South across and over the extreme West end of and also across the extreme East end of the 82 1/2 acre tract of land conveyed to Eugenia N. Stokes of even date hereof and above referred to, and being contiguous to and adjoining the tract of land on the South of the land hereby conveyed.

IN WITNESS WHEREOF the Utah Country Club has caused this instrument to be signed in its corporate name and its official seal affixed by its President and Secretary, this 14th day of March A. D. 1923.

Utah Country Club,
Salt Lake City, Utah.
Incorporated 1913
Seal

UTAH COUNTRY CLUB
By Jeremiah Stokes
President
By Chas. E. Hayes
Secretary.

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

On this the 14th day of March A. D. 1923, personally appeared before me Jeremiah Stokes and Chas. E. Hayes who being by me first duly sworn deposes and says that he is the President and Secretary respectively of the Utah Country Club and that he signed the foregoing instrument in behalf of the said Company by authority of a resolution of its Board of Directors duly and regularly passed; and the said Jeremiah Stokes and Chas. E. Hayes acknowledged to me that the said corporation executed the same.

My commission expires:

L. Loraine Bagley,
Notary Public
Salt Lake City-State of Utah.
Commission Expires
Oct. 26, 1926.

L. Loraine Bagley
Notary Public, residing at
Salt Lake City, Utah.

Recorded at request of L. W. Robbins, Nov. 10, 1925, at 4:11 P. M. in Bk. 12-H of Deeds, Pages 630-31. (Signed) Lillian Cutler, Recorder Salt Lake County, Utah, by Zina W. Cummings, Deputy. D-15-198-8, D-15-212-11, D-15-214-2, D-15-253-20.

631

WARRANTY DEED

546905 WASATCH DEVELOPMENT COMPANY, a Utah Corporation, grantor, hereby conveys and warrants to the Guaranteed Securities Company, a Utah Corporation, grantee, for the sum of \$500.00 and other good and sufficient consideration, the following described tracts of land in Salt Lake County, State of Utah, to-wit:

The West Half of the Southwest Quarter of Section 1; the Northwest quarter of the Northwest Quarter of Section 12; the Northeast Quarter of the Northeast Quarter of Section 11 and the East 5 Rods of the Northwest Quarter of the Northeast Quarter of said Section 11, Township 4 South, Range 1 West, Salt Lake Meridian; and the East Half of the Southeast Quarter of Section 2, also in the same township and range. Subject to the right of way for the Denver and Rio Grande R. R. and for the Salt Lake City Canal and subject also to a right of way for a waste or surplus water ditch now in use over the same on the West side thereof. There is also hereby conveyed 820 shares of stock in the Crystal Lakes Water Company.

It being the full purpose of this instrument to convey to the said grantee all rights, privileges, benefits, uses, enjoyments and appurtenances belonging to the said land, to the same full extent and with out any reservation whatsoever, which the grantor now has or might have under and by virtue of the deed of conveyance to it from its grantors, but specifically subject to all the covenants, terms and conditions in a deed of even date hereof from this grantor to Eugenia N. Stokes, whereby an 82 1/2 acre tract of land adjoining the land in this deed described on the South and also an 8 acre tract are therein described and conveyed to her, and this deed is given and accepted subject to said terms, conditions and covenants, all of which the grantee herein hereby assumes and agrees to fulfill and abide in, so far as said covenants, terms and conditions apply to it.

This deed is given subject also to all incumbrances against said tracts of land hereby conveyed, which the grantee, by the acceptance of this deed, assumes and agrees to pay; and also subject to two perpetual rights of way 2 Rods wide and running North and South across and over the extreme West end of and also across the extreme East end of the 82 1/2 acre tract of land conveyed to Eugenia N. Stokes of even date hereof and above referred to, and being contiguous to and adjoining the tract of land on the South of the land hereby conveyed.

IN WITNESS WHEREOF the Wasatch Development Company has caused this instrument to be signed in its corporate name and its official seal affixed by its President and Secretary, this 24th day of April, A. D. 1923.

Wasatch Development Company,
Utah.
Corporate Seal

WASATCH DEVELOPMENT COMPANY
By Chas. E. Hayes
President
By Jeremiah Stokes
Secretary.

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

On this the 24th day of April, A. D. 1923, personally appeared before me Chas. E. Hayes and Jeremiah Stokes, who being by me first duly sworn deposes and says that he is the President and Secretary respectively of the Wasatch Development Company and that he signed the foregoing instrument in behalf of the said company by authority of a resolution of its Board of Directors duly and regularly passed; and the said Chas. E. Hayes and Jeremiah Stokes acknowledged to me that the said corporation executed the same.

My commission expires:

L. Loraine Bagley,
Notary Public
Salt Lake City-State of Utah.
Commission Expires
Oct. 26, 1926.

L. Loraine Bagley
Notary Public, residing at
Salt Lake City, Utah.

Recorded at request of L. W. Robbins, Nov. 10, 1925, at 4:12 P. M. in Bk. 12-H of Deeds, Page 631. (Signed) Lillian Cutler, Recorder Salt Lake County, Utah, by Zina W. Cummings, Deputy. D-15-198-9, D-15-212-12, D-15-214-3, D-15-253-21.

631

ADMINISTRATOR'S DEED.

546939 THIS INDENTURE made this 7th day of November, A. D. 1925, at Salt Lake City, Salt Lake County, State of Utah, by and between Stanley F. Taylor, the administrator of the estate of Hannah Taylor, deceased, the party of the first part, and John P. Pehrson, of Salt Lake City, Salt Lake County, State of Utah, the party of the second part, WITNESSETH: