

My commission expires
Sept. 9, 1935.

H. VAN DAM, JR.
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
Oct. 10, 1930.

H Van Dam Jr.
Notary Public
Salt Lake City, Utah.

Recorded at the request of H. Van Dam Jr., Sept. 12, 1931 at 12:52 P. M. in Bk. #72 of L & L. Pgs. 619-620. Recording fee paid \$1.70. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah. By C T Forende, Deputy. (Reference: N-247-3-373-21-379-1-292-5-379-21-380-1-30-29-376-3-376-23-377-3-377-23-380-21-331-1-H-405-32),

AGREEMENT AND DECLARATION.

#684065
This agreement and declaration made this 19th day of June, 1924, by and between Emma T. Meik and F. T. Meik, her husband, of Salt Lake County, Utah, the parties of the first part, and Charles F. Gillmor and Clara A. Gillmor, his wife, and Edward L. Gillmor and Bessie B. Gillmor, his wife, of the same place, parties of the second part, WITNESSETH:

That whereas, the parties of the first part under date of November 19th, 1921, executed to the said Charles F. Gillmor and Edward L. Gillmor, parties of the second part, a Warranty Deed for certain lands situate in the South Half of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section Six (6), Township One (1) South, of Range Two (2) East, Salt Lake Meridian, and other property, which said Warranty Deed was recorded in the office of the County Recorder of Salt Lake County, Utah, November 22, 1921, in Book "11-J" of Deeds, at pages 572-3; and,

Whereas, among other things, the said Deed contained a clause or exception intended to reserve and except certain lands from the said conveyance not, however, specifically described, said clause being as follows, namely:

"Excepting and reserving from this conveyance a tract of land containing an area of ten acres immediately surrounding the springs located upon the Southwest Quarter of the Northeast Quarter of Section Six, Township and Range aforesaid, and which tract is to be surveyed and particularly designated by metes and bounds description by the said Emma T. Meik within one year from date thereof and a certificate particularly describing said land shall be filed for record in the office of the County Recorder of said County, and thereupon said area shall become fixed and certain, and also excepting and reserving from this conveyance a Right of Way for a pipe line or lines and a wagon road as now located running from said springs in a Northeasterly direction and connecting with Bear Lane in the said Pioneer Addition."

Now, therefore, this indenture witnesseth, that the said parties of the first and second part have and do hereby mutually agree that the following described parcel of real estate is the land intended to be excepted and reserved from the aforesaid conveyance, namely:

Commencing at a point 1528 feet West and 2350 feet South of the Northeast corner of Section Six (6), Township One (1) South, Range Two (2) East, Salt Lake Base and Meridian, said point being North 19° 02' West 173 feet from the Northeast corner of the concrete reservoir at the intake of the pioneer Addition pipe line, running thence East 437 feet; thence South 28° 10' East 670 feet; thence West 487 feet; thence South 28° 10' East 450 feet; thence South 61° 50' West 200 feet; thence North 28° 10' West 290.5 feet; thence North 518 feet; thence West 277.7 feet; thence North 28° 10' West 222 feet; thence North 61° 50' East 200 feet, to the place of beginning, containing ten (10) acres.

And the said parties of the second part do hereby waive, disclaim and relinquish to the said Emma T. Meik, the owner of the aforesaid granted premises, all right, title, claim and interest of, in and to the aforesaid parcel of real estate, containing ten acres of land as aforesaid, but it is expressly agreed by the parties hereto that first parties shall surround said tract with a good sheep-tight substantial fence and that second parties shall at no time be or become liable to first parties for any trespass thereon caused by sheep of said second parties.

The said parties of the first and second part do hereby further mutually agree and declare that the said wagon road and right of way for the pipe line or lines mentioned and referred to in said Deed as being excepted and reserved therefrom is particularly described as follows:

Commencing at a point in or near the center of Bear Lane 654 feet West of the Northeast Corner of said Section Six (6), Township and Range aforesaid, and running thence South 236.7 feet; thence South 1° 45' East 223 feet; thence South 31° 15' West 141.5 feet; thence South 58° 15' West 210.5 feet; thence South 46° 20' West 232.4 feet; thence South 13° 19' West 148.7 feet; thence South 25° 15' East 141.8 feet; thence South 44° 37' East 81.2 feet; thence South 33° 04' East 113.7 feet; thence South 1° 30' East 75.5 feet; thence South 85° 08' West 88.5 feet; thence North 88° 51' West 76.7 feet; thence South 52° 35' West 169 feet; thence North 61° 32' West 109.3 feet; thence South 30° 23' West 179 feet; thence South 19° 56' West 150.5 feet; thence South 1° 32' East 240.6 feet; thence South 25° 23' East 190.8 feet; thence South 43° 47' West 233.8 feet; thence South 3° 37' West 62.3 feet; to the North line of the aforesaid ten acre tract.

It is further mutually understood and agreed that the aforesaid line is the center line of said wagon road and right of way for a pipe line or pipe lines as aforesaid, and that the same shall and does extend a distance of nine feet on either side of said center line.

IN WITNESS WHEREOF, said parties of the first and second part have hereunto set their hands to this agreement and declaration the day and year first above written.

Signed in the Presence of
J W Ensign

Charles F. Gillmor
Clara A. Gillmor
Edward L. Gillmor.
Bessie B. Gillmor.
Emma T. Meik
F T Meik

STATE OF UTAH,
SALT LAKE COUNTY.) ss.

On this 19th day of June, A. D. 1924, personally appeared before me ~~XX~~
Charles F. Gillmor and Clara A. Gillmor, his wife, and Edward L. Gillmor and Bessie B. Gillmor, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires
Nov. 13 - 1926

J. W. ENSIGN,
NOTARY PUBLIC SEAL.
SALT LAKE COUNTY, UTAH.

J W Ensign
Notary Public,
Residing at Salt Lake City, Utah.

STATE OF UTAH,
County of Salt Lake,) ss.

On the 6th day of October, A. D. 1931, personally appeared before me EMMA T. MEIK and F. T. MEIK, her husband, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires
Nov. 14, 1934.

J. W. ENSIGN,
NOTARY PUBLIC SEAL.
SALT LAKE COUNTY, UTAH.

J W Ensign
Notary Public, residing at
Salt Lake City, Utah.

Recorded at the request of Ensign Abstract Co., October 7, 1931 at 10:03 A. M. in Bk. #72 of L & L, Pg. 620. Recording fee paid \$2.30. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah, by C. L. Schettler, Deputy. (Reference: S-22-24-9 to 15, S-22-25-2, D-22-106-14 to 23.)