

and the other party, and subject to the place of beginning.

Subject to no claim or right of Castle the said husband, executed by Sizie Bain to F. E. Bringle and son of Salt Lake City, and in the names of the County & County of the said County of Salt Lake.

So far as I do this, save together with all and singular the affterances and purveyances, claims, rights, or immunities pertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, in possession or expectation, to the couple of lands, in and about the said property of the second part, her heirs and assigns forever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first a.m. written:

Sizie Bain Bringle [Seal]  
formerly Sizie Bain  
Robert J. Bringle [Seal]

Notary Public, 13

County of Mohave, before me, E. A. Von Armin, Notary Public in and for the County of Mohave Territory of Arizona, on this day of February, appeared Sizie Bain Bringle and Robert J. Bringle, her husband, known to me to be the persons whose names were subscribed to the foregoing instrument, and act as aforesaid know that they executed the same for the purpose and consideration herein referred.

Attest for my hand and seal of office this 19th day of February A.D. 1907.

E. A. Von Armin



Notary Public.

Recorded in office April 29, 1910.

Received at registry office of the Clerk of the County of Salt Lake, March 18<sup>th</sup> A.D. 1907, at 3:45 P.M. in Book 77 of Deeds, Page 57, abstracted in lot 3, Page 103, Line 1. Recording fee paid \$1.00.

Signed C. L. Corbin, Recorder, Salt Lake County, Utah, Reg'd. P. Currier, Deputy.

# 220225

Recd. 4/2/10

Charles Brangle and Frances King, inhabitants of the County of Salt Lake and State of Utah, grantee hereby convey and warrant to the said holder of a/c, a corporation organized and existing under the laws of the State of Nebraska, grantee, for sum of one (\$100) dollars and other good and valuable considerations, the following described real estate situate in the County of Salt Lake and State of Utah, to wit:

The <sup>the northeast quarter (1/4)</sup> corner of the northwest quarter (1/4) of section twenty-eight (28), the east part of 1/4 of the south half (1/2) of the northeast quarter (1/4), the southeast quarter (1/4) and the south half (1/2) of the southwest quarter of section twenty-eight (28), the southeast quarter (1/4) of the northeast quarter (1/4), and the north half (1/2) of the southwest quarter (1/4) of section thirty-two (32), the north half (1/2) and the northeast quarter (1/4) of the southwest quarter (1/4) of section thirty-three (33) and the south half (1/2) of the northwest quarter (1/4) of section thirty-four (34), all of the above described lands being in townships 51 and 52, south range two (2), west, of Salt Lake Meridian, containing more hundred and twenty (20) acres, more or less, together with a right of way to run water carrying tanks in an easterly direction through the ravine in the north half (1/2) of section twenty-seven (27) in said township and range, said right of way being indicated and shown in the true points of each section two (2) and seven (7) hereto attached, marked Exhibit A and made part of this conveyance.

The said Charles Henggeler hereby reserves unto himself, his heirs and assigns forever, the right to enter upon any and all portions of said real estate at any and all times and to make ditches, trenches and drains thereon and therein, for the purpose of gathering and collecting the water above and under the surface of said real estate, and to let, take, pass and draw over and/or under the surface of said real estate or a part thereof, or not to interfere with same in such manner as to prevent the effectual impounding of tailings or collecting a collection of water for the use of said grantee, for the purpose of collecting, carrying, and conveying water from said real estate to the other real estates now owned by said Charles Henggeler and situated in sections twenty-two(22), twenty-three(23) and twenty-seven(27) herein described, town of and range, for use in irrigating said other real estates owned by said Charles Henggeler, it being understood and agreed between the parties hereto that said second party intends to bring upon said real estate only convey, water or the use of it, will be erected by it upon lands now and situated above said premises, and for other uses on said premises and the premises situated above said premises, and to develop water upon said premises for its use upon said premises and the premises situated above them, and that said grantee, its successors and assigns, shall have all of said water that hereafter may be conveyed to and upon said premises to its own uses and purposes upon said real estate except the use of same for irrigation of farms crops, without any claim to said water or any part thereof on the part of the said Charles Henggeler, his heirs or assigns, but that said Charles Henggeler, his heirs and assigns shall have the right to collect, in manner as hereinbefore described, all water upon or under the surface of said real estate, not being used by said grantee, its successors or assigns, and convey the same as hereinbefore described to and upon his own land for his own uses.

Said real estate is conveyed by said grantor and accepted by purchaser, subject to said rights, and the warranty of said grantor does not extend to warrants against the same.

It is understood and agreed however, that whenever any work is done upon said real estate by said Charles Henggeler, his heirs or assigns, that it shall be done at a time and in a manner so as not to interfere with the use of the same by said grantee for its intended purposes, and no ditch or trench or excavation thereof shall be made to collect water that shall in any way interfere with the use of such real estate by said grantee, its successors or assigns and all drains and other conveyances, pipes or otherwise of conveying water from said real estate to the other lands now owned by said Charles Henggeler, shall, if said grantee, its successors or assigns so request or demand, be covered so that the surface over said drain or other excavation shall be even and level with the surface immediately adjoining. Said grantee agrees for itself, its successors and assigns, that no use of the water brought upon developed up on said premises shall be sold, leased, or given away to be used outside of said real estate and the premises situated above said real estate upon which the said mill shall be erected, nor shall it be used by said grantee, its successors or assigns, except upon said real estate, and the premises situated above said real estate on which said mill shall be erected, for the purposes aforesaid.

Neither said grantee, nor its successors or assigns shall be under any duty or obligation to bring any water upon said real estate or to develop any water thereon and may at any time discontinue the use of water upon said real estate, this intention and agreement of the parties hereto being that whenever the said grantee, its successors or assigns, bring or develop water upon said real estate that the said Charles Henggeler, his heirs and assigns, shall have the right to collect and use the surplus water as hereinbefore provided, subject to collection and use by the grantee as hereinbefore provided.

Said Charles Henggeler, his heirs and assigns may allow enclosures upon the boundaries of said real estate to run while he so desires and shall have the right to pasture said premises with his cattle whenever he wishes so to do, and interfering with the use of said real estate and

do long hereafter, his heirs and assigns, and said Charles Beugeler, his heirs and assigns may at any time remove said fence from said real estate and shall at any and all times have the right to do so.

In consideration of the conveyance, said grantee agrees to make with said Charles Beugeler, that it will be his duty during the year 1907, without charge, to irrigate his orchard on the land herein described, with the amount and manner furnished during the year 1905, to make no claim due to the amount of \$77.75, and grantee shall require the same for payment upon the real estate above described hereby or by deed.

Said grantee, its successors and assigns, will exercise reasonable care in the cultivation of the land and other place for the collection of stalkings and in the destruction of the same to prevent the same from being carried upon the other lands now owned by said Charles Beugeler and damage to the same and to vegetation and animals thereon, but is, in the exercise of ordinary care, bound to said grantee, its successors and assigns, that no water should be carried upon said land of the orchard above described through fault of said grantee, its successors and assigns, said grantee, its successors and assigns shall not be liable for any damage caused thereby, and in case stalkings or vegetation grow upon the land now owned by said Charles Beugeler, upon the lands of other parties and said Charles Beugeler, his heirs or assigns shall be liable for damages caused thereby upon the ground that said Charles Beugeler has no or any right of ownership in permitting water and irrigation of any of the other lands and on his lands to and upon the lands of the party seeking to recover damages, said grantee, its successors and assigns, shall upon written notice to said defendant, file a complaint to said Charles Beugeler, his heirs and assigns, in such form as he may be required to pay in aid actions.

I, witness whereof, said grantee have hereunto set their hands this 17th day of March, 1907.

Charles Beugeler  
Jessie Beugeler

State of Utah,

County of Salt Lake, I, this the 17th day of March, 1907, before me, a Notary Public, and for each county, for orally affirmed Charles Beugeler and Jessie Beugeler, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Jesse G. Alley  
Notary Public

Salt Lake County, State of Utah.

Recorded at request of O. H. Soper, Esq., Mar. 23, 1907, at 10:25 A. M. in Book "T" of Deeds, Pages 58-60. Abstracted in "D," Page 101, Line 1; Page 102, Line 11; Page 103, Line 11; Page 104, Line 12; Page 105, Line 12; Page 106, Line 8. Recording fee paid \$1.00.

Signed C. C. Berrien, Recorder Salt Lake County, State of Utah, J. D. May Deputy.

X 20045

This instrument,

17th the County, 1907 day of January in the year One thousand nine hundred and seven, between L. Mitchell Toll and Charles A. Toll, his wife, Baldwinville, New York, and Juliette T. Blakely of Corsets, New York, and Katherine F. Toll of Cambridge, Mass., as sole Executrix under and by the last will of Charles A. Toll, deceased, her attorney at law of Sarah E. Toll, deceased, parties of the first part, and H. Pierce Blakely of Corsets, New York, as trustee for the purposes hereinafter mentioned, party of the second part.

Witnesseth, That these said parties of the first part, in consideration of the sum of one dollar and ten cents duly paid, have sold, and by these presents, do grant and convey to the said party of the second part, his heirs and assigns,

All that tract of parcel of land, situated in the city of Salt Lake, County of Salt Lake

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