

UTAH COUNTY DEED RECORD No. 98

that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns, forever, against all persons lawfully claiming the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year above written.

Signed, sealed and delivered Thomas Dobson (Seal)
in presence of Agnes Dobson (Seal)

STATE OF KANSAS)
JEWELL COUNTY) SS.

BE IT REMEMBERED, That on this 11 day of February 1915 before me, Noah S. Patterson a Notary Public, in and for said County, and State, came Thomas Dobson and Agnes Dobson, his wife, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) Noah S. Patterson

My Commission expires March 9 1916. Notary Public.

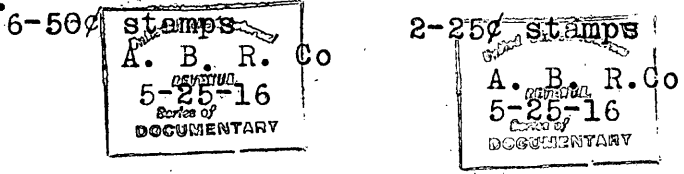
STATE OF KANSAS)
COUNTY OF JEWELL) SS.

On the 11 day of Febry personally appeared before me Thomas Dobson and Agnes Dobson, his wife, the signers of the above instrument, who acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto subscribed my name and official seal the day and year last above written.

(SEAL) Noah S. Patterson

My Commission Expires March 9-1916. Notary Public.



C.F. JOHNSON. COUNTY RECORDER.

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Entry No. 3803 Filed June-5-1916

GRANT OF EASEMENT

WHEREAS, the Utah-Idaho Sugar Company, a corporation, is about to dig, build, and concrete a canal for the conveyance of water and it being necessary that said canal pass over, and through certain parts of the following described tract of land, to-wit:

Beginning 0.625 chains South and 7.15 chains East of the Northwest corner of Section 18, Township 9 South, Range 2 East of the Salt Lake Base and Meridian; thence South 13.64 chains; thence West 7.15 chains; thence South 15.435 chains; thence East 6.31 chains; thence North 36 1/4° East 36.00 chains; thence West 20.505 chains to the place of beginning; the proposed canal to take the following course, to-wit:

Beginning 29.70 chains South of the Northwest corner of Section 18; thence Right on a 20 degree curve 38.6 feet to the P. T; thence S. 89° 47' E. 319.8 feet to Station

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18-49.1 P. C; thence left on a 100 degree curve 54.7 feet to Station 19-03.8 P. T; thence N. 35° 31' E. 1470.0 feet to a P. C; thence Left on a 30 degree curve 52.1 feet to Station 34-25-9 P. T; thence N. 19° 53' E. 26.0 feet to P, C. Sta, 34-51.9; thence Right on a 30 degree curve 52.2 feet to Sta. 35-04. 1 P. T; thence N. 35° 33' E. 333.0 to P. C. Sta. 38-37.1; thence Left on a curve 166.4 feet to Sta. 40-03.5 P. T.; thence N. 7° 43' W. 189.4 feet; thence N. 0° 59' E. 3.0 feet to the North line of the said tract of land and the South side of the Street running East and West.

AND WHEREAS, the Utah-Idaho Sugar Company proposes to drive one or more wells, on the East side of the above described tract of land as near the course of said canal as possible, for the purpose of securing flowing water.

NOW, THEREFORE, John H. Amos, and Estell Amos, husband and wife, of Payson City, County of Utah, State of Utah, Grantors, to the Utah-Idaho Sugar Company, a corporation, Grantee, for and in consideration of the use of the said canal by the said grantors, and the maintenance thereof by the said grantee, and the use of water from one of said wells (if a flow of water is secured) for the watering of stock (but not to be used in any manner for irrigation purposes by the grantors) said water to be piped a distance not to exceed 200 feet by the said Grantee and in a direction to be designated by the said grantors, do grant the right to construct and maintain said canal as above curred and to use the same when constructed and to drive said well or wells, as hereinbefore indicated.

It is a condition of the said grant; that the grantors shall have the use of said canal during the irrigation season only; and that the title to all water from said well or wells shall, except as above reserved, vest (so far as concerns these grantors) in the said grantee. Provided, that during the season when the water in said canal is required for factory purposes the right to the use of the said canal by the said grantee shall be exclusive.

And it is further expressly conditioned that the rights of the said grantors shall be to have the use of the said canal for the conveyance of such water as they may acquire for the irrigation of the above described tract of land and that they acquire no rights in and to the water put in said canal by or for the said grantee.

The reservations and grants herein made shall extend to the heirs, and assigns of the said grantors and to the successors and assigns of the said grantee.

Witness the hands of the said Grantors this 12 day of May A. D. 1916.

In the presence of

John H. Amos

R. A. Porter

Estell Amos

STATE OF UTAH)
) SS.
COUNTY OF UTAH)

On this 12 day of May 1916, personally appeared before me John H. Amos, and Estell Amos, (husband and wife) the signers of the above instrument, who duly acknowledged to me that they executed the same.

R. A. Porter

(SEAL)

Notary Public.

My Commission expires Nov, 9, 1918.

C.F. JOHNSON. COUNTY RECORDER.

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