

an undivided one-fifth part of said amount was done and made for each of said claims; that the mining claims in and through which said work was done are contiguous and join onto these and other mining claims owned and controlled by said United States Smelting Refining and Mining Company, forming one contiguous group; that notice of such work was posted at the discovery of each of said claims and at the portal of said tunnel.

Oscar A. Glaeser
Oscar A. Glaeser
Vice President and General Manager
of Western Operations

SUBSCRIBED AND SWORN TO Before me this 4th day of August, A.D. 1959.

Florence G. Smith
Notary Public
Residing at Salt Lake City, Utah

(SEAL)
My Commission Expires: April 15, 1962

Recorded at the request of U. S. Smelting Refining & Mining Co., August 18, A.D. 1959 at 9:50 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 90712

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF UTAH
IN AND FOR SUMMIT COUNTY

PROVO RIVER WATER USERS
ASSOCIATION, A Corporation,

Plaintiff,

Civil No. 3068

vs.

JUDGMENT OF CONDEMNATION

M. C. LAWSON, and
ANNA B. LAWSON, his wife,

Defendants.

It appearing to the Court that the defendants M. C. Lawson, and Anna B. Lawson, his wife, are the owners of the land hereinafter described; that the use to which all of the lands hereinafter described is to be applied is a public use authorized by law; that the taking of the perpetual easements hereinafter described upon, over, and across such lands, and the whole thereof, is necessary to the public use; that plaintiff herein has the capacity and the right to exercise the power of eminent domain to acquire such perpetual easements; and that plaintiff is entitled to judgment of condemnation against the defendants and each of them, for the perpetual easements hereinafter described, upon payment by plaintiff to defendants of just compensation therefor;

It further appearing to the Court that pursuant to and in accordance with a special verdict heretofore returned by a jury duly empaneled and sworn in the above entitled Court a Judgment on the Verdict was entered by this Court on the 2nd day of July, 1959, in favor of defendants and against plaintiff for the sum of \$2147.00 for the easements taken plus interest thereon at the rate of 6% per annum from October 24, 1957, to and including June 30, 1959, and that said Judgment on the Verdict was docketed in Judgment Docket at page 157 thereof and was recorded in Judgment Record Book E, at Page 126 thereof; and

It further appearing to the Court, and the Court now finds that the above named plaintiff did on the 31 day of July, 1959, and within thirty days after final judgment, pay to defendants the following sums of money, to wit: \$2147.00 assessed by the jury as the amount of compensation for the perpetual easements taken, plus the sum of \$216.85, interest thereon, from October 24, 1957, to June 30, 1959, plus the sum of \$30.60, for costs awarded to defendants; and

It further appearing to the Court, and the Court now finds that the judgment in the total amount of \$2394.45, including interest and costs, has been satisfied, and that satisfaction of said Judgment was entered on the 4 day of August, 1959, and docketed in Judgment Docket at page 157 thereof and recorded in Judgment Record Book E, at Page -- thereof, and

It further appearing to the Court, and the Court now finds that the plaintiff herein has made all payments that are required by law;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED & DECREED:

That plaintiff be, and is hereby awarded judgment of condemnation against the defendants, and each of them, for perpetual easements to intermittently submerge, seep, flow, flood, or in any wise affect the following described property, with water from whatever source flowing in the Provo River, provided, however, that such perpetual easements shall not be for a permanent reservoir, and to remove from the beds and banks of the channel or channels of the Provo River, which now or in the future may cross the lands hereinafter described, any materials which might interfere with, or affect in any manner the flow of water in the Provo River, and to deposit on the said lands the materials so removed, provided, however, that such materials may not be deposited upon the land between the North edge of the existing dike and the North boundary of the property hereinafter described, and to construct, reconstruct and maintain dikes, levees, revetments, and to enlarge or improve the river channel or channels; together with rights of ingress and egress over the remaining lands owned by defendants to utilize said rights, and to survey, inspect and patrol the river channel or channels, the said perpetual easements being upon, over and across the following described tract of land situate in Summit County, State of Utah, particularly described as follows:

A tract of land in Summit County, Utah, on the North or right side of Provo River in the Southwest Quarter of the Northwest Quarter (SW1/4 NW 1/4) of

Section Seventeen (17), Township Three (3) South, Range Seven East, Salt Lake Base and Meridian, containing 1.13 acres, more or less, and being more particularly described as follows:

Beginning at a point on the West line of the M. C. and Anna B. Lawson property, at a corner to lands now or formerly belonging to Rulon G. Carlile and Albert E. and Myrtle W. Smith, which point lies in Provo River and North, Three Hundred Ninety-two and Two-tenths (392.2) feet and East, Three Hundred Seventy-two and Four-tenths (372.4) feet from the West Quarter corner of said Section Seventeen (17) and running thence along Smith's line North, Seventy (70.0) feet; thence leaving Smith's line and running South 45 degrees 13 minutes East, Three Hundred Fifty feet; thence South 56 degrees 13 minutes East, Two Hundred Seventy one and One tenth feet, more or less, to the West line of Lot Nineteen of the Camp Killkare Survey; thence along the West line of said Lot Nineteen South, Sixty five feet, to the South line of the Northwest Quarter of said Section Seventeen, the North line to land now or formerly belonging to George A. Buttars, thence along Buttars' line West, Fifty feet, to the center of Provo River and a corner to said Carlile's land; thence along the center of Provo River (Carlile's line) North 55 degrees 45 minutes West, Two Hundred feet; thence North 57 degrees 30 minutes West, One Hundred feet; thence North 44 degrees 24 minutes West, One Hundred Forty and Five-tenths feet; thence North 35 degrees 47 minutes West, One Hundred Thirty feet; thence North, Twenty feet, more or less, to the point of beginning.

It is further ordered that the rights of ingress and egress as described hereinabove over the remaining lands owned by defendants are limited to the right to enter upon said remaining lands from the existing county road situated immediately to the East thereof and along the existing driveway to and from the lands described above, when it becomes necessary for plaintiff to do so, and such right must be exercised a reasonable and prudent fashion, and does not include the right to damage such remaining lands and/or improvements situated thereon, without payment of reasonable compensation therefor.

Dated this 10 day of August, 1959.

Attest: J. Emerson Staples
Clerk
(Court Seal)

BY THE COURT.

/s/ RAY VAN COTT JR.
JUDGE

State of Utah,)
) ss.
County of Summit.)

I, J. Emerson Staples, Clerk of the District Court in and for Summit County, State of Utah, do hereby certify that the above and foregoing is a full, true and correct copy of the JUDGMENT OF CONDEMNATION, in the matter of the above entitled Civil Case No. 3068, as the same appears of record and upon file in my office.

IN WITNESS WHEREOF I have here unto set my hand and affix the seal of said Court this 18th day of August, 1959.

(SEAL)

J. Emerson Staples Clerk.

Recorded at the request of Joseph Novak, August 18, A.D. 1959 at 4:50 P.M.

Wanda Y. Spriggs, County Recorder

Entry No. 90716

BILL OF SALE

The undersigned hereby conveys and sells to John H. Maxwell and Ruth M. Maxwell, his wife, the following described personal property and covenants and warrants that the undersigned has a clear title to the same and can convey the same to the buyers:

2 wagons	1 chicken crate
1 Ford tractor & tire chains	1 scraper
1 manure spreader	1 loader
1 Case tractor	miscellaneous shpp equipment
1 side delivery rake	33 cows
1 John Deere Bailor	18 yearlings
1 haylevator	1 calf
1 fuel tank	1 scale
3 milkers	drapes
1 compressor	curtains
1 water heater	carpet
miscellaneous supplies, buckets, brooms, shovels, etc.	blinds
2 set harness	dishwasher
1 disc	rods
1 grain drill	water softner
1 hamer mill	Brand "F"
1 harrow set	816 pound Hyland Milk Base
1 mower	
miscellaneous horse drawn machinery	

JHM P.W.L.

Dated this 19th day of August, 1959.

Pearl W. Lewis

I hereby acknowledge receipt of each and every item listed above.

J. H. Maxwell