

#80 of Deeds

COUNTY OF SALT LAKE

STATE OF UTAH

On this 14th day of June, 1930, personally appeared before me Morpeth Wainwright, the signor of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires April 30, 1932.

S. D. HUFFAKER, Notary Public, SALT LAKE COUNTY, UTAH.

S. D. Huffaker, Notary Public, Residing at Salt Lake City, Utah

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Recorded at request of Freda Yoller July 8, 1930 at 4:23 P. M. in Bk. #80 of Deeds, Pgs. 84-85. Recording fee paid 70%. (Signed) Aurura H. Hiatt, Recorder, Salt Lake County, Utah, by Sarah Edgington, Deputy. (Reference: S-19-182-27.)

#658291

INDENTURE, made this 9th day of July, 1930, by and between G. S. BASTIAN, W. J. BASTIAN, K. M. BASTIAN, E. P. BASTIAN and M. J. STRINGHAM, as Trustees in liquidation of Bastian Land & Irrigation Company, heretofore a corporation of the State of Utah, and W. J. BASTIAN and AZALIA BASTIAN, his wife, K. M. BASTIAN and ROSE F. BASTIAN, his wife, and E. P. BASTIAN, unmarried, all of Salt Lake County, State of Utah, Grantors, and UTAH COPPER COMPANY, a corporation of the State of New Jersey, Grantee.

WITNESSETH: That Grantors hereby convey and warrant, assign, transfer, set over and deliver unto Grantee, for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt whereof is by Grantors hereby acknowledged, the following described property, rights, privileges and easements situate in Salt Lake County, State of Utah, to wit:

First: All the waters of Bingham Creek, including all spring waters which have their source at or near the mouth of Bingham Canyon, on Section 18, Township 3 South, Range 2 West, Salt Lake Meridian; and also all the waters having their source in the tunnel which empties into the said Bingham Creek or are conveyed across said creek at a point near the vicinity of the point where said springs are situate in said section, township and range; together with all Grantors' right, title and interest in and to any and all waters and the use thereof that in any manner or at any time find their way into Bingham Creek not hereinbefore described and by such designation hereby sold, transferred or conveyed to Grantee, however such right, title or interest in Grantors shall have been acquired and in whatever form owned or claimed, whether by ownership of or right in land or by virtue of development, use, appropriation, application to appropriate or certificate of appropriation, including all percolating waters and all waters flowing either upon or beneath the surface in channels known or unknown, defined or undefined, and the right to develop, take, appropriate, use and consume the same.

Second: A perpetual easement and right of way in, through and along Grantors' main canal from the Utah-Apex tailings pond near the mouth of said Bingham Canyon, easterly and southerly over, through, across and to the section line between sections 22 and 27, Township 3 South, Range 2 West, Salt Lake Base & Meridian, for the conveyance of water for irrigation uses, together with a perpetual right of way and easement along the northerly section line of sections 21, 22 and 23, said township and range, easterly from the intersection of said section line with said main canal, for the location, construction, maintenance, use and operation of a ditch or lateral for the conveyance of water for irrigation uses.

Third: A perpetual easement and right of way over, upon, through and across a strip of land presently occupied by that part of the irrigation ditch hereinbefore referred to that is in Section 18, Township 3 South, Range 2 West, Salt Lake Base & Meridian, is sometimes called the Bastian Ditch, and extends easterly 1000 feet from the present outlet from said Utah-Apex tailings pond into said ditch, for such use, uses and purpose or purposes as those to which Grantee, its successors or assigns, may desire to put the same, without restriction, limitation, condition or qualification whatsoever.

Fourth: A perpetual easement and right of way over, upon, through and across the following described tract of land in the south half of the north half of Section 18, Township 3 South, Range 2 West, Salt Lake Base & Meridian;

Commencing at a point 110.3 feet east from the northwest corner of the southwest quarter of the northwest quarter of said Section 18, and running thence south 394.4 feet to the north right of way of the D. & R. G. W. RR.; thence along the said right of way north 89° 25' east, 5189.7 feet to the east boundary of said Section 18; thence north along said east boundary 290.4 feet; thence west 5189.7 feet to the place of beginning;

of such width as Grantee, its successors or assigns, may require up to but not in excess of the maximum width of 50 feet, for the location, construction, maintenance, use and operation of a ditch or other conduit for the conveyance of water of every and any kind or character, and for all or any purpose or purposes whatsoever, with the right and privilege of locating and relocating the same over, upon, through and across said tract of land when and as the convenience of Grantee may be best suited.

TO HAVE AND TO HOLD all and singular the above granted water, water rights, easements and privileges, together with the appurtenances, unto Grantee, its successors and assigns forever.

Signed, sealed and delivered the day and year first hereinabove written.

G S Bastian
W J Bastian
K M Bastian
E P Bastian
M J Stringham

As Trustees in liquidation of Bastian Land & Irrigation Co.

W J Bastian
Azalia Bastian
K M Bastian
Rose F Bastian
E P Bastian

APPROVED AS TO FORM
DICKSON, ELLIS, PARSONS & McCREA
BY C. C. Parsons
ATTORNEY

STATE OF UTAH,
County of Salt Lake.

On the 9th day of July, 1930, personally appeared before me G. S. Bastian, W. J. Bastian, K. M. Bastian, E. P. Bastian and M. J. Stringham, who signed the above and foregoing instrument as Trustees as therein stated, and duly acknowledged to me that they so executed the same.

My commission expires:

JAMES INGEBRETSEN, Notary Public, SALT LAKE CITY-STATE OF UTAH. COMMISSION EXPIRES JUNE 10, 1932

James Ingebretsen, Notary Public, residing at Salt Lake City Utah

STATE OF UTAH,

County of Salt Lake.

ss:

On the 9th day of July, 1930, personally appeared before me W. J. Bastian and Azalia Bastian, his wife, K. M. Bastian and Rose F. Bastian, his wife, and E. P. Bastian, unmarried, who signed the above and foregoing instrument, and duly acknowledged to me that they executed the same.

My commission expires:

JAMES INGEBRETSEN,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
JUNE 10, 1932

James Ingebretsen
Notary Public, residing
at

Recorded at request of Utah Copper Co. July 10, 1930 at 2:46 P. M. in Bk. #80 of Deeds, Pgs. 85-86. Recording fee paid \$3.70. (Signed) Aurora H. Blatt, Recorder, Salt Lake County, Utah, by R G Collett, Deputy. (Reference: D-16-142-28429, D-16-140-42444-139-33-141-26-143-21 to 24, Entered in Water Index #4614.)

INDEMNITY, made this 9th day of July, 1930, by and between UTAH SAVINGS & TRUST COMPANY, a banking corporation of the State of Utah, Grantor, and UTAH COPPER COMPANY, a corporation of the State of New Jersey, Grantee, WITNESSETH: That

Grantor hereby quitsclaims, assigns, transfers, sets over and delivers unto Grantee, for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt whereof is by Grantor hereby acknowledged, the following described property, rights, privileges and easements, situate in Salt Lake County, Utah, to wit:

First: All Grantor's right, title and interest, claim and demand, of every kind and character, in and to all the waters of Bingham Creek, including all spring waters which have their source at or near the mouth of Bingham Canyon, on Section 18, Township 3 South, Range 2 West, Salt Lake Meridian; and also all the waters having their source in the tunnel which empties into the said Bingham Creek or are conveyed across said creek at a point near the vicinity of the point where said springs are situate in said section, township and range; and all waters and the use thereof that in any manner or at any time find their way into Bingham Creek not hereinbefore described and by such designation hereby sold, transferred or conveyed to Grantee, however such right, title or interest in Grantor shall have been acquired and in whatever form owned or claimed, whether by ownership of or right in land or by virtue of development, use, appropriation, application to appropriate or certificate of appropriation, including all percolating waters and all waters flowing either upon or beneath the surface in channels known or unknown, defined or undefined, and the right to develop, take, appropriate, use and consume the same.

Second: A perpetual easement and right of way in, through and along that certain main canal from the Utah-Apex tailings pond near the mouth of said Bingham Canyon, easterly and southerly over, through, across and to the section line between sections 22 and 27, Township 3 South, Range 2 West, Salt Lake Base & Meridian, commonly known as the "Bastian Ditch", for the conveyance of water for irrigation uses, together with a perpetual right of way and easement along the northerly section line of sections 21, 22 and 23, said township and range, easterly from the intersection of said section line with said main canal, for the location, construction, maintenance, use and operation of a ditch or lateral for the conveyance of water for irrigation uses.

Third: A perpetual easement and right of way over, upon, through and across a strip of land presently occupied by that part of the irrigation ditch hereinbefore referred to that is in Section 16, Township 3 South, Range 2 West, Salt Lake Base & Meridian, and extends easterly 1000 feet from the present outlet from said Utah-Apex tailings pond into said ditch, for such use, uses and purpose or purposes as those to which Grantee, its successors or assigns, may desire to put the same, without restriction, limitation, condition or qualification whatsoever.

Fourth: A perpetual easement and right of way over, upon, through and across the following described tract of land in the south half of the north half of Section 6, Township 3 South, Range 2 West, Salt Lake Base & Meridian:

Commencing at a point 110.5 feet east from the northwest corner of the southwest quarter of the northwest quarter of said Section 16, and running thence south 394.4 feet to the north right of way of the D. & R. G. W. RR.; thence along the said right of way north 89° 25' east, 5' 69.7 feet to the east boundary of said Section 16; thence north along said east boundary 290.4 feet; thence west 5169.7 feet to the place of beginning; of such width as Grantee, its successors or assigns, may require up to but not in excess of the maximum width of 50 feet, for the location, construction, maintenance, use and operation of a ditch or other conduit for the conveyance of water of every and any kind or character, and for all or any purpose or purposes whatsoever, with the right and privilege of locating and relocating the same over, upon, through and across said tract of land when and as the convenience of Grantee may be best suited.

TO HAVE AND TO HOLD all and singular the above granted water, water rights, easements, privileges and property, together with the appurtenances, unto Grantee, its successors and assigns forever.

It is further covenanted and agreed:

1. Grantor shall and it does hereby withdraw all protests and objections and forever discharge all claims that it now has or ever has had or made against Grantee, or anyone in privity with Grantee, in opposition to the appropriation, diversion, use, interception or consumption of or interference with the waters of said Bingham Creek or any thereof, including the waters of all tributaries and sources of supply, and shall and does hereby confirm in Grantee the right to each and all appropriations, diversions, uses, interceptions and consumption of and interference with said waters that Grantee heretofore has made or hereafter shall make.

2. Grantor releases and discharges Grantee of and from all claims, demands and causes of action of every kind and nature growing out of anything heretofore occurring, and particularly resulting from, growing out of or incident to the use, diversion or consumption by Grantee of said waters of Bingham Creek, as well as from all claims and demands for the contamination or pollution of said waters, or the rendering of the same unfit for purposes of irrigation or other uses; and Grantor hereby consents that Grantee may apply said waters to any purpose, use or uses Grantee may desire and therein pollute or contaminate said waters as such purpose, use or uses shall necessitate or render desirable to Grantee.

Executed in duplicate the day and year first hereinabove written.

ATTEST:
E. N. Michaelson

UTAH SAVINGS & TRUST COMPANY.
INCORPORATED APRIL 15TH
1889

UTAH SAVINGS & TRUST COMPANY,
By A. W. Ivins
Its President.

ATTEST:
C. C. Parsons
Not Secretary

UTAH COPPER COMPANY.
CORPORATE SEAL
NEW JERSEY
1904

UTAH COPPER COMPANY,
By D. D. Moffat
Its Vice-Pres. &
Gen'l Mgr.

APPROVED AS TO FORM
DICKSON, ELLIS, PARSONS & MCCREA
BY C. C. Parsons
ATTORNEY