

WARRANTY DEED

GARFIELD WATER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, Grantor, hereby conveys and warrants to FIRST SECURITY TRUST COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Utah, as Executor of the Last Will and Testament of John Castagno, deceased, Grantee, for the sum of Seventeen thousand five hundred (\$17,500.00) Dollars, the following described tracts of land, situated in Tooele County, State of Utah, and all being in Township 2 South of Range 5 West, Salt Lake Meridian, to-wit:

All of Lot 1 in Section 11; all of Lot 1 in Section 12; all of lots 1, 2 and 3; the Southeast quarter of the Northwest quarter; the South half of the Northeast quarter; and all of the South half, all in Section 13; Lot 1; the Southeast quarter of the Northeast quarter; the West half of the Northeast quarter; the Northwest quarter; and the South half, all in Section 14; the East half of the Northeast quarter; the East half of the Southeast quarter; the Southwest quarter of the Southeast quarter; and the Southeast quarter of the Southwest quarter, all in Section 15; the Northeast quarter of the Northwest quarter; and the North half and the Southeast quarter of the Northeast quarter, all in Section 22, all of Section 23; the North half and the Southwest quarter of the Northwest quarter; and the Northwest quarter of the Southwest quarter, all in Section 24; the North half; the Southwest quarter; and the West half of the Southeast quarter, all in Section 26; the Northeast quarter of the Southeast quarter of Section 27;

But subject to all rights of way and easements for railroad, highway, road, ditch, canal, telegraph, telephone, electric power and electric light lines now existing or which have heretofore been granted or created in, upon, through, over and/or across said premises;

And subject to a reservation in said Grantor, and Grantor does expressly except and reserve from the operation and effect of this deed of conveyance the perpetual right and easement to itself and to Garfield Improvement Company, a corporation of New York, American Smelting & Refining Company, a corporation of New Jersey, the Garfield Chemical and Manufacturing Corporation, a corporation of New York, Utah Copper Company, a corporation of Delaware, and Kennecott Copper Corporation, a corporation of New York, and their respective successors and assigns, jointly and severally, to conduct and carry on their, and each of their, mining, ore reduction and smelting business and operations at and in the vicinity of Magna, Arthur and Garfield, Utah, and to discharge dust, smoke and fumes incident thereto, and said Grantee, for itself, its successors and assigns, and for each and all the heirs and/or devisees of John Castagno, deceased, and for all persons claiming under or through them, or any of them, does hereby relinquish, release and forever discharge said Grantor, American Smelting & Refining Company, Garfield Chemical and Manufacturing Corporation, Garfield Improvement Company, Utah Copper Company and Kennecott Copper Corporation, their respective successors, grantees, assigns and lessees, and their, and each of their, employees, agents and servants, jointly and severally, of and from any and all personal injury or inconvenience on account of the occupancy of said premises, and all damages to the said premises by reason of any operations carried on or conducted by either the Grantor, said American Smelting & Refining Company, and/or Garfield Chemical and Manufacturing Corporation, and/or Garfield Improvement Company, and/or Utah Copper Company, and/or Kennecott Copper Corporation, or their respective successors, grantees, assigns and/or lessees, together with any and all damages to said granted premises or any personal property thereon, or belongings, household goods or supplies placed thereon by the Grantee, or any livestock, fowls, or any vegetation, plants, crops, or trees growing, or animals or things being thereon, in anywise, directly or indirectly, caused or occasioned by or through, incident to, growing out of, or predicated upon any and all operations of every kind and character, whether physical, mechanical or chemical, now or hereafter maintained, operated or established of, in or about any and every smelting, milling, ore reduction, manufacturing, chemical or other works of any kind whatever of said companies, respectively, or any of them, on or in the vicinity of said above-described granted premises;

And subject to a reservation in said Grantor, and Grantor does expressly except and reserve from the operation and effect of this deed of conveyance all and singular, any and all water, water rights, privileges and appropriations unto said above-described premises belonging, or in anywise appertaining and/or therewith usually held and enjoyed, and all written and other evidences of the ownership thereof or title thereto; but said Grantee shall have the right to apply said water to beneficial uses and purposes on the premises until such time as the Grantor, its successors or assigns, may hereafter need, require, wish or desire the same for use in connection with their operations. And it is further understood and agreed that any new water which said Grantee may develop on said premises, by the sinking of wells or otherwise, without impeding, impairing or derogating from the water which the Grantor now has the title to, shall belong to the Grantee, and in case Grantee shall develop new water or additional water and it shall later be ascertained or determined that such water so developed or discovered lessens or decreases the normal supply of water of Grantor, then Grantor shall have the right to take such amount of such new water as may be necessary to restore its supply of water to normal and the title to such amount of water shall vest in Grantor;

Subject also to all unpaid general taxes, if any, for any year or years subsequent to 1928;

It being the intent and purpose of this deed to consummate and perform that certain contract of sale, dated August 16, 1928, wherein Garfield Water Company is Grantor and Seller, and John Castagno, since deceased, is Grantee and Buyer;

It being further understood and agreed that the rights and easements hereby excepted or reserved to said Utah Copper Company, a corporation of Delaware, and said Kennecott Copper Corporation, a corporation of New York, and the release and discharge herein given to and conferred upon said Utah Copper Company and said Kennecott Copper Corporation are the identical rights, easements, release and discharge which were excepted and reserved to or granted to Utah Copper Company, a corporation of New Jersey, in said contract of August 16, 1928, said Utah Copper Company, a corporation of Delaware, and said Kennecott Copper Corporation, a corporation of New

York, being the successors, assigns and/or grantees of said Utah Copper Company, a corporation of New Jersey.

IN WITNESS WHEREOF, said Grantor has caused its corporate name to be hereunto subscribed and seal to be affixed by its duly authorized officers this 15th day of October, 1937.

(SEAL)
ATTEST:

Wm. M. McCrea
Secretary

GARFIELD WATER COMPANY,
By D. D. Moffat, President

Approved as to form, Dickson, Ellis,
Parsons & McCrea
By Wm. M. McCrea

STATE OF UTAH)
) : SS.
County of Salt Lake)

On this 15 day of October, 1937, personally appeared before me D. D. MOFFAT who being by me first duly sworn, did say:

That he is the President of Garfield Water Company, a corporation of the State of New York, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said D. D. Moffat, duly acknowledged to me that said corporation executed the same.

(SEAL) My commission expires
October 4, 1941.

Thos. Temple, Notary Public
Residing at Salt Lake City, Utah

#208125
Recorded at the request of First Security Trust Co. Oct. 21, 1937, at 10 :18 A.M.
M. *Mabel Sougy*
COUNTY RECORDER

QUIT-CLAIM DEED

Afton St. Jeor and Vera St. Jeor, his wife, grantors, of Port Angeles, County of _____, State of Washington, hereby QUIT CLAIM to Mike Dosen, Grantee, of Tooele City, Tooele County, State of Utah, for the sum of TEN (\$10.00) DOLLARS, and other valuable considerations, the following described tract of land in Tooele City, Tooele County, State of Utah:

Beginning at a point which is 55 1/2 rods West from the Southeast corner of Block four, in Plat "B" of the Tooele City Survey, and running thence North Twenty rods; thence East four rods; thence South twenty rods; thence West four rods to the place of beginning.

WITNESS the hands of said grantors, this 7th day of October, A.D. one thousand nine hundred and thirty-seven.

Afton St. Jeor
Vera St. Jeor

Signed in the Presence of

Gladys Ruffle

STATE OF WASHINGTON,)
) : ss.
COUNTY OF CLALLAM)

On the 7th day of October, A.D. one thousand nine hundred and thirty-seven personally appeared before me Afton St. Jeor and Vera St. Jeor, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

J.W. Lindsay
Notary Public
Address: Port Angeles, Washington

(Seal)
My Commission expires

#208130
Recorded at the request of Mike Dosen on October 23, 1937 at 9:01 A.M.

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Mabel Sougy
COUNTY RECORDER