

#63354

WARRANTY DEED.

EAST JORDAN IRRIGATION COMPANY, a corporation organized and existing under the laws of the State of Utah, grantor, hereby conveys and warrants to the SALT LAKE VALLEY SAND & GRAVEL COMPANY, a corporation organized and existing under the laws of the State of Utah, grantee, for the sum of Seven Thousand Dollars, paid and to be paid as hereinafter stated, the following described tract of land situated in Salt Lake County, Utah, except for the small triangular portion of said described land which is situated in Utah County, Utah. The said tract of land herein conveyed is hereby specifically described as follows:

The North 1/2 of the Northeast 1/4 of the Southwest 1/4; The North 1/2 of the Northwest 1/4 of the South-east 1/4; The Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4; and the East 1/2 of the Southwest 1/4 of the Southeast 1/4; all in Section 23, Township 4 South, Range 1 West, Salt Lake Meridian, containing approximately 70 acres of land.

Said grant is made subject to the following reservations:

- 1. The grantee agrees to pay all taxes assessed upon said land for the year 1939.
- 2. Said grant is subject to all right-of-way now existing for railroad or electric power lines.
- 3. It is understood and agreed between grantor and grantee that the purchase price to be received by the grantor and paid by the grantee shall be the sum of Seven Thousand Dollars, payable as follows: \$500.00 in cash upon the execution and delivery of this deed; the balance of \$6500.00 to be payable by the grantee in installments of \$100.00 each, the first installment to be paid on the first day of August, A. D., 1939, and a like installment for a like amount, to be paid on the first day of each and every month thereafter until the full purchase price of \$7000.00 has been paid. All deferred payments are to bear interest at the rate of six per cent. per annum, payable annually, and this deed is subject to a purchase money mortgage executed contemporaneously with said deed, securing the payment of the balance of said purchase price of \$6500.00.

4. The grantor hereby reserves the right to itself to continue to maintain on the land herein conveyed all present ditches and canals as the same are now located, and said grantor shall have the right of ingress and egress into and along said ditches for the purpose of repairing the same and maintaining the same in a condition fit for use and for the purpose of doing all things necessary for the maintenance of said ditches and canals, in carrying on its work of irrigation. Said grantor shall also have the right, whenever it shall find it necessary so to do, to make reasonable alterations in the course of any of its ditches or canals, provided such alterations or changes in no wise interfere with the works or improvements of the grantee.

5. Whereas, the land herein conveyed has been owned by the grantor for the purpose of protecting its canals and ditches from trespass by animals, said grantor reserves to itself, its successors and assigns, the right to prevent the grazing of livestock of every description upon any of the land herein

conveyed. The grantee shall have no right to graze any animals upon the land conveyed herein, nor permit any other person or concern to graze animals upon said land. The grantee shall be under no obligation to keep animals from grazing upon said land, but the right to graze or not graze or to prohibit grazing animals upon said land shall belong exclusively to the grantor herein; and in the event that any person shall graze animals upon the land herein conveyed, the grantor shall have full right and power to bring such suit or action as it may see fit to bring to prevent such grazing or to recover damages for trespass. The grantee, unless it shall participate in committing the trespass, shall be in no wise liable for or implicated or involved in such suit, either as to costs or otherwise. The possession of the land conveyed herein, for the purpose of preventing grazing thereon, shall remain in the grantor.

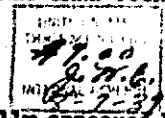
IN WITNESS WHEREOF, the said East Jordan Irrigation Company has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signature of J. R. Allen, its President, and A. R. Gardner, its Secretary, thereunto duly authorized by resolution of its board of directors, on this 15 day of July, A. D., 1939.

Attest:  
A. R. Gardner  
Its Secretary.

EAST JORDAN IRRIGATION COMPANY  
INCORPORATED APRIL 6th 1878  
SEAL SALT LAKE COUNTY UTAH

EAST JORDAN IRRIGATION COMPANY  
By J R Allen  
Its President.

State of Utah, )  
County of Salt Lake, )



On the 15th day of July, A. D. 1939, personally appeared before me J. R. ALLEN, who being by me duly sworn did say that he is the President of the East Jordan Irrigation Company, a corporation organized and existing under the laws of the State of Utah; that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors duly enacted on the 15th day of July, A. D., 1939, and said J. R. Allen acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires  
(July 29-1940 )

SEAL C. C. CRAFO  
NOTARY PUBLIC  
SANDY CITY-STATE OF UTAH

C. C. CRAFO  
Notary Public, residing at  
Salt Lake City, Utah.  
Sandy,

Recorded at the request of Ensign Abstract Co. Aug. 12, 1939 at 11:00 A. M. in Book #234 of Deeds, Page 450. Recording fee paid \$2.30. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, by L. F. Pratt, Deputy. (Reference: D-25, 262, 25.) KC

#63357

Right Of Way Deed S. R. 174-1  
Lucas Wm. Howard & Mildred M. Howard grantors of Holladay, County of Salt Lake State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of One and No/100 (\$1.00) DOLLARS, the following described right of way across the grantors' land in Salt Lake County, State of Utah, as follows:  
Right of way for highway known as Holladay Boulevard (State Road No. 174) across the grantors land in the SW 1/4 SE 1/4 of Section 3 and the NW 1/4 NE 1/4 of Section 10, T.2 S., R.1 E., S. L. M. Said right of way is contained within a parcel of land 45 ft. wide, 45 ft. on the southwesterly side of the center line of said highway. Said center line is described as follows: