

DEC 10 1942

Recorded at Request of ENSIGN ABSTRACT CO.
at 1250 N. 2nd St. Salt Lake City, Utah Cornelia S. Lund, Recorder S. L. County, Utah
By [Signature], Dep. Book 3, Page 118 Ref: 025-257-18

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D E E D

KNOW ALL MEN BY THESE PRESENTS: That EAST JORDAN IRRIGATION COMPANY, a corporation organized and existing under the laws of the State of Utah, as grantor, in consideration of the sum of \$3175.00, paid by FRANK M. MAHER and his wife MARGUERITE G. MAHER, of the City and County of Salt Lake, State of Utah, as grantees, does hereby convey and warrant to the said Frank M. Maher and Marguerite G. Maher, as husband and wife, the following described tract of land situated in Salt Lake County, Utah, to-wit:

The west half of the southwest quarter of the southeast quarter; the southwest quarter of the northwest quarter of the southeast quarter; the south half of the northeast quarter of the southwest quarter; and Lot 4; all in Section 23, Township 4 South, Range 1 West, Salt Lake Meridian, containing 63.50 acres;

To be owned and held by them as an estate by entirety, for and until the death of either of said grantees, when thereupon and at the time of the decease of one of said grantees, the fee simple title to said real estate shall pass to and become vested in the surviving grantee. Said grant is made subject to the following reservations and conditions:

1. The grantee agrees to pay all taxes, if any, lawfully assessed upon said land for the year 1942.
2. Said grant is subject to all valid existing rights-of-way over and across said premises.
3. The grantor hereby reserves the right to continue to maintain on the land herein conveyed any of the present ditches or canals that may be located on said land, and shall have the right of ingress and egress into and along said ditches and canals for the purpose of repairing and maintaining the same in a condition fit for use, and for the purpose of doing all things necessary for the proper maintenance of said ditches and canals in carrying on its irrigation work. The grantor shall also have the right, whenever it shall find it necessary so to do, to make reasonable alterations or changes in the course of any of its ditches or canals, provided such alterations or changes in no wise interfere with the improvements of the grantees.
4. Whereas, the land herein conveyed has been owned and held by the grantor for the purpose of protecting its canals

-2-

and ditches from trespasses, particularly by animals, said grantor reserves to itself, its successors and assigns, the right to prevent the grazing of stock of every description upon any of the land herein conveyed, and also reserves the right to prevent anyone and everyone from doing any wrongful or negligent act that will in any wise cause injury to its canals and ditches, or in any way endanger said canals or ditches. The grantees shall have no right to graze animals upon said land except as herein stated. In the event any person shall graze animals upon the land herein conveyed, or shall be guilty of any other act or omission that will in any wise create a danger or menace to the canals or ditches of the grantor, then the grantor shall be considered as having the same right to protect its possession of said land to the same extent as if this deed had not been made; provided that either the grantor or grantees shall always have full right and power to bring such suits or actions as may be appropriate to prevent injury to the canals and ditches, or to recover such damages as may have been sustained by either the grantor or grantees. The possession of the land herein conveyed, for the purpose of prevent-

ing injury or recovering damages for injury to the canals and ditches, shall remain in the grantor. The grantees, of course, shall have the right to bring any suit for such damages or injuries as may be sustained by such grantees. The grantees are allowed to keep domestic animals in connection with their occupation of the premises herein conveyed; provided, however, that said grantees shall by fences keep such animals from doing any injury to the banks of the canals and ditches of the grantor.

IN WITNESS WHEREOF, on this 30 day of November, A.D., 1942, 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 signatures of J. R. Allen, its President, and Martha S. Conish, its Secretary, thereunto duly authorized by general resolution of its board of directors.

EAST JORDAN IRRIGATION COMPANY



Attest:

Martha S. Conish
its Secretary.

by

J. R. Allen
its President.



State of Utah,)
County of Salt Lake,) ss.

On the 30 day of November, A.D., 1942, 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 Com-

-3-

pany; that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said J. R. Allen acknowledged to me that said corporation executed the same.

My commission expires Feb. 27 1943.

Walter Smith
Notary Public, residing at
Salt Lake City, Utah.