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Draper Irrigation  
12421 So 800 East  
Draper, UT 84020

#98020245

7105088  
09/30/98 4:37 PM 28.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY: R JORDAN , DEPUTY - WI

## Easement

Salt Lake County

MT. JORDAN LIMITED, A UTAH LIMITED PARTNERSHIP, Grantor, of DRAPER, County of SALT LAKE, State of UTAH, hereby GRANTS and CONVEYS to Draper Irrigation Company at 12421 SOUTH 800 EAST, DRAPER, UTAH, Grantee, for the sum of TEN Dollars, a perpetual easement upon parts of an entire tract of property situate in the Southwest Quarter of Section 12, the Northwest Quarter of Section 13, and the East Half of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah for the purpose of constructing thereon access, waterlines, water system facilities, and appurtenant parts thereof. To construct, operate, protect and maintain such facilities as may be required by said Irrigation Company.

The boundaries of said parts of an entire tract are strips of land 20.0 feet wide, having 10.0 feet of each side of the following thirteen described centerlines:

### Easement No. 1

Beginning at a point in a northwesterly right of way line of the Draper Irrigation Canal, which point is 2512.70 feet N0°24'33"W along the quarter section line and 1222.09 feet N89°35'27"E from the South Quarter Corner of said Section 14; thence S52°19'37"E 49.50 feet to a southeasterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

### Easement No. 2

Beginning at a point in a southeasterly right of way line of the Draper Irrigation Canal, which point is 2265.09 feet S1°16'28"W along the section line and 906.94 feet N89°43'32"W from the Northeast Corner of said Section 14; thence N51°15'05"W 49.50 feet to a northwesterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

### Easement No. 3

Beginning at a point in a southeasterly right of way line of the Draper Irrigation Canal, which point is 1553.99 feet S1°16'28"W along the section line and 254.69 feet N89°43'32"W from the Northeast Corner of said Section 14; thence N53°21'27"W 49.58 feet to a northwesterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 992 square feet in area or 0.023 acre more or less.

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### Easement No. 4

Beginning at a point in a southeasterly right of way line of the Draper Irrigation

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Canal, which point is 1401.57 feet S1°16'28"W along the section line and 175.52 feet N89°43'32"W from the Northeast Corner of said Section 14; thence N69°01'06"W 49.64 feet to a northwesterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 993 square feet in area or 0.023 acre more or less.

Easement No. 5

Beginning at a point in a northwesterly right of way line of the Draper Irrigation Canal, which point is 948.43 feet S1°16'28"W along the section line and 38.02 feet N89°43'32"W from the Northeast Corner of said Section 14; thence S45°50'53"E 49.52 feet to a southeasterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

Easement No. 6

Beginning at a point in a northwesterly right of way line of the Draper Irrigation Canal, which point is 227.11 feet S89°15'23"E along the section line and 660.15 feet S0°44'37"W from the Northwest Corner of said Section 13; thence S54°34'00"E 49.50 feet to a southeasterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

Easement No. 7

Beginning at a point in a northwesterly right of way line of the Draper Irrigation Canal, which point is 475.68 feet S89°15'23"E along the section line and 300.06 feet S0°44'37"W from the Northwest Corner of said Section 13; thence S54°34'00"E 49.50 feet to a southeasterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

Easement No. 8

Beginning at a point in a southeasterly right of way line of the Draper Irrigation Canal, which point is 727.74 feet S89°15'23"E along the section line and 12.39 feet N0°44'37"E from the Southwest Corner of said Section 12; thence N67°30'22"W 49.51 feet to a northwesterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

Easement No. 9

Beginning at a point in a southeasterly right of way line of the Draper Irrigation Canal, which point is 979.84 feet S89°15'23"E along the section line and 589.26 feet N0°44'37"E from the Southwest Corner of said Section 12; thence N60°18'46"W 49.50 feet to a northwesterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

Easement No. 10

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Beginning at a point in a southeasterly right of way line of the Draper Irrigation Canal, which point is 1221.30 feet S89°15'23"E along the section line and 960.76 feet N0°44'37"E from the Southwest Corner of said Section 12; thence N52°17'38"W 49.50 feet to a northwesterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

Easement No. 11

Beginning at a point in a southeasterly right of way line of the Draper Irrigation Canal, which point is 1571.81 feet S89°15'23"E along the section line and 1400.11 feet N0°44'37"E from the Southwest Corner of said Section 12; thence N36°54'02"W 49.50 feet to a northwesterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

Easement No. 12

Beginning at a point in a southeasterly right of way line of the Draper Irrigation Canal, which point is 1744.73 feet S89°15'23"E along the section line and 1510.80 feet N0°44'37"E from the Southwest Corner of said Section 12; thence N31°06'47"W 49.50 feet to a northwesterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

Easement No. 13

Beginning at a point in a southeasterly right of way line of the Draper Irrigation Canal, which point is 2020.67 feet S89°15'23"E along the section line and 1682.35 feet N0°44'37"E from the Southwest Corner of said Section 12; thence N31°06'47"W 49.50 feet to a northwesterly right of way line of said Canal. The above-described 20.0 foot wide strip of property contains 990 square feet in area or 0.023 acre more or less.

Grantor hereby agrees that Draper Irrigation Company, their officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress from the above described part of an entire tract of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove, and replace said facilities as may be required from time to time by Grantee.

Grantor shall have the right to use said premises except for the purpose for which these rights-of-way and easements are granted provided such use shall not interfere with said facilities or with the discharge or the conveyance of water through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easements, which may interfere with the use of the easements by the Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than two feet without the prior written consent of Grantee.

This right-of-way and easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents. The Grantee agrees that the pipe will be structurally strong enough to facilitate maintenance access over said easement.

The parties consent that Mt. Jordan Limited, and its successors in interest, also have the right to relocate the pipeline (including laterals) and easement, should it desire, at its own expense, provided that the existing user will be able to receive the same service that presently exists or may exist under the terms of this easement. Upon Mt. Jordan Limited making such election, the parties agree to revise the pipeline easement description, and record an instrument which would relocate the easement, so long as the rights and interests of the parties are not diminished. Mt. Jordan Limited agrees that such relocation shall not be performed during the irrigation season; April 15 through October 15 of each year.

WITNESS, the hand of said Grantor, this 28th day of September AD 1998.

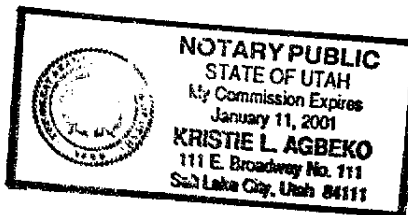
MT. JORDAN LIMITED

*Griffith Lyn Kimball*  
BY: GRIFFITH LYN KIMBALL General Partner  
GENERAL PARTNER

STATE OF UTAH, COUNTY OF SALT LAKE: ss.

On this date September 28, 1998, personally appeared before me GRIFFITH LYN KIMBALL, the general partner of MT. JORDAN LIMITED who by me being duly sworn (or affirmed) upon oath did say that such person(s) is/are the general partner(s) of the named partnership and that the foregoing instrument was executed pursuant to the partnership agreement with consent of non executing partners as may be required by law, and GRIFFITH LYN KIMBALL acknowledged to me that such person(s) executed the same as the act of said partnership.

*Kristie L. Agbeke*  
NOTARY PUBLIC



MY COMMISSION EXPIRES: 1-11-2001  
RESIDING AT: SALT LAKE CITY, UTAH

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