

1368777

Recorded APR 20 1954 at 9:00 a m.  
Request of SALT LAKE CITY  
Fee Paid. Hazel Taggart Chase, Recorder, Salt Lake County, Utah  
By R. L. Schell Deputy  
Book 1080 Page 264 of.

Presented to the Board of Commissioners  
AND APPROVED  
APR 13 1954



RIGHT OF WAY AGREEMENT

*James T. Peterson*  
CITY RECORDER

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other valuable consideration paid to the undersigned, the receipt of which is hereby acknowledged, the undersigned, L. R. ESCHLER and LETA B. ESCHLER, his wife of Salt Lake City, Utah, hereinafter called GRANTOR, do hereby grant and convey to SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter called GRANTEE, a perpetual right of way from time to time to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove pipe lines, and such appurtenances thereto as good engineering practice may from time to time prescribe, including, but not restricted to, supporting structures, manholes, outlet connections, wash-out valves, and air valves, with the right to collect all water from the springs and wells for which this pipe line was laid, and with the right of ingress and egress to and from the same, over and through, under and along that certain parcel of land forty (40) feet wide situated in Salt Lake County, State of Utah, and the center lines of which are described as follows:

Beginning at a point 1005.4 feet south and 1276.6 feet east of the north quarter corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence North 87° 12' East 840 feet; also, beginning at a point 981.3 feet south and 1768.1 feet east of the north quarter corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence North 42° 12' East 80 feet; and also, beginning at a point 972.5 feet south and 1947.8 feet east of the north quarter corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence South 25° 18' East 197 feet; thence south 70° 18' East 80 feet.

Said pipe lines and appurtenances shall be laid, constructed, or erected within said land above described, the exact location thereon to be determined by the Grantee.

The Grantor shall have the right to use the surface of the above described land in such manner as will not materially interfere in the full use by the Grantee of the right of way herein granted, for agricultural purposes. The surface may be paved for roadways or for parking areas so long as the operation of the pipe line is not impaired. The Grantor agrees that he will not, without the written consent of the Grantee first had and obtained, occupy any of said tract of land with the whole or any part of any building structure, trees, garage or outbuilding, or make any change in the contour of such land

that will materially impair or interfere with the present or prospective exercise of any of the rights herein granted.

The Grantor further grants to the Grantee the right to go upon the land of the Grantor outside and adjoining said right of way tract above described, so long as such land is in an unimproved state, for the purpose only of laying and constructing said pipe lines, should the going upon said land be necessary in doing such work, the Grantee agreeing that it will confine its operation in connection with the laying and construction of said pipe lines to the said right of way tract, above described, as nearly as may be reasonably possible.

The Grantee agrees that in exercising any of its rights hereunder and herein granted it will conduct its operations so as to do as little damage to Grantor's land as may be reasonably necessary, and that it will backfill any trenching so as to restore the surface as nearly as may be to its former condition. Should the surface of said land be disturbed by the Grantee after the construction of said or any pipe lines, in exercise of any right hereunder, the Grantee shall restore the land surface but shall not be responsible for the loss of or damage to any shrubbery, flowers, lawns, vegetation, or other growth disturbed, lost, or impaired by such operation.

The Grantor agrees that inasmuch as this pipe line carries a public water supply, that he will not discharge the effluent from septic tanks in any manner which will impair the quality of water which will be conveyed by this pipe line. The effluent from septic tanks shall be conveyed at least 100 feet away from any spring. The drainage field should be at a lower elevation than the springs.

The provisions hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, these presents are hereby signed and delivered this 2<sup>nd</sup> day of April, A.D. 1954.

  
\_\_\_\_\_  
L. R. Eschler

  
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Leta B. Eschler

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 2<sup>nd</sup> day of April A.D. 1954, personally  
appeared before me L. R. Eschler and Leta B Eschler  
the signers of the above instrument, who duly acknowledged to me that they ex-  
ecuted the same.

Howard Lambert  
NOTARY PUBLIC, Residing in  
Salt Lake City, Utah

My Commission Expires:  
July 28, 1954

