

10316216  
01/04/2008 02:48 PM \$12.00  
Book - 9556 Pg - 1841-1842  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DRAPER IRRIGATION CO  
12421 S 800 E  
DRAPER UT 84020  
BY: EFM, DEPUTY - WI 2 P.

WHEN RECORDED, MAIL TO:  
Draper Irrigation Company  
12421 South 800 East  
Draper, Utah 84020

Parcel # 2820352044

**Easement**

CWD Real Estate, Grantor of

the County of Salt Lake, State of Utah, hereby GRANT AND CONVEY to the DRAPER IRRIGATION COMPANY, at 12421 South 800 East, Draper, Utah 84020, Grantee, for the Sum of One (\$1.00) Dollar, a perpetual easement, upon part of an entire tract of land, for the purpose of construction and maintenance of and access to culinary and secondary waterlines, situate in Section 20, Township 3 South, Range 1 East, SLB&M. The Boundaries of said easement are described as follows:

**20' Waterline Easement**

Beginning at a point on the south line of Sunburn Lane (11585 south) said point being North 89°43'50" West 43.26 feet from the Northeast Corner Lot1, Pinnacle Point Subdivision as found on file at the Salt Lake County Recorders Office, Book 2003 P, Page 15 said point also being South 00°06'47" East 1327.81 along the section line and North 89°43'50" West 1858.52 feet from the Center of Section 20, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running:

- thence South 00°01'16" West 263.51 feet;
- thence North 89°43'35" West 157.63 feet;
- thence North 00°10'17" East 20.00 feet;
- thence South 89°43'35" East 137.57 feet;
- thence North 00°01'16" East 243.51 feet to a point on the south line of said Sunburn

Lane;

thence South 89°43'50" East 20.00 feet along the south line of said Sunburn Lane to the point of beginning.

Containing 8,024 square feet or 0.18 acres

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 strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect other transmission mains and laterals, 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 and sewer 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.

Continued on Page 2

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 one foot without the prior written consent of Grantee. In case of a repair, Grantee will restore standard surfaces only, (asphalt, standard concrete, sod) any other surfaces will be restored to grade and the responsibility of the finished surface will be left to the Grantor. 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 construction future roads by Grantors over said easement.

IN WITNESS WHEREOF, said Brent L. Wilson, CWD Rem Estate LLC  
has caused this instrument to be executed by its proper officers thereunto duly authorized, this  
19th day of December, A. D. 2007.

STATE OF )  
                  ) ss. Brent L. Wilson  
COUNTY OF ) By Brent L. Wilson

On the date first above written personally appeared before me,  
Brent L Wilson, who, being by me duly sworn,  
says that he is the member/manager of  
CWD Rem Estate, a <sup>LLC</sup> corporation, and that the within and  
foregoing instrument was signed in behalf of said <sup>LLC</sup> corporation by authority  
of Brent L Wilson, and said Brent L. Wilson  
acknowledged to me that said <sup>LLC</sup> corporation executed the same.

WITNESS my hand and official stamp the  
date in this certificate first above written:

Pamela M. Jones  
Notary Public

