

Recorded DEC 11 1964 at 2:30 p.m.  
 Request of Draper Irr. Co.  
 Fee Paid HAZEL TAGGART CHASE  
 Recorder, Salt Lake County, Utah  
 \$8.60 By [Signature] Deputy  
 Ref. Draper, Utah

GRANT OF EASEMENT

SECURITY TITLE COMPANY, a Utah corporation, NATIONAL SECURITIES, INC., an Arizona corporation, WEBSTER W. DECKER, H. R. FISHER and FRANCES B. FISHER, his wife, all of which are hereinafter referred to as "Grantor", hereby GRANT AND CONVEY to DRAPER IRRIGATION COMPANY, a Utah corporation, hereinafter referred to as "Grantee", its successors and assigns, a certain perpetual and temporary easement hereinafter described.

EASEMENT

The easement hereby granted consists of a perpetual easement to construct, reconstruct, operate, repair, replace, maintain, and inspect a water line and appurtenant structures on, over, across, and through a strip of land 20 feet wide, lying 10 feet on each side of and parallel and adjacent to the below described center line; and a temporary initial construction easement to be on, over, across and through a strip of land 40 feet wide lying 20 feet on each side of and parallel and adjacent to the below described center line, such temporary initial construction easement to expire by the terms of this grant on and as of September 30, 1964.

The perpetual easement referred to above and granted hereby lies in those portions of Grantor's land situated in Sections 14 and 23, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said perpetual easement traverses said land in the following manner:

Center Line Description

Beginning at a point lying North 212.20 feet and West 1248.61 feet, more or less, from the Southeast corner of Section 14, and running thence South 59° 14'50" West 415 feet, more or less to the South line of Section 14 and the North line of Section 23, which said point is West 1605.25 feet from the Northeast corner of Section 23, and continuing thence South 59°14'50" West 1185.28 feet; thence South 23° 31'50" West 557.98 feet; thence South 39°38'50"

West 353.89 feet; thence 153.68 feet along the arc of a 300 foot radius curve to the right; thence South 68°59'50" West 886.65 feet; thence South 38°52'50" West 2001.7 feet more or less to the West line of said Section 23.

CONSIDERATION

The easement herein contained is granted by Grantor in consideration of the following:

1. The payment of Three Hundred Dollars (\$300.00) per acre of perpetual easement, receipt of which is hereby acknowledged.
2. The transfer of one (1) share of Class B-Culinary stock of the Draper Irrigation Company, receipt of which is hereby acknowledged.
3. Grantee agrees to furnish Grantor with a Three-fourths inch by Five-eighths inch meter connection for stock watering purposes at such point on said right of way as Grantor shall designate. Grantor agrees, however, to furnish all necessary pipe, materials and labor for installation in order to complete the connection and to transport the waters from the connection to their destination on Grantor's property. Grantee agrees to meter the water used by Grantor hereunder and to charge therefor at the same rate that Grantee charges its other water users for their "overage" water as the said rates for such overage usage may be established by Grantee from time to time, but such rate shall not be in excess of the lowest rate established from time to time by Grantee for such "overage".
4. Upon completion of the installation of the water line herein proposed, the land disturbed by the installation will be graded and refilled as near as may be to its existing condition.
5. Any and all damage done to any fences will be fully repaired by Grantee at its sole expense, and the fences will be placed

in their existing location.

6. Grantee will replace and repair all damages or injury created by the bursting, breaking, settling, flooding, or other consequences resulting from said use of the easements mentioned herein affecting the Grantors, its assigns, tenants, purchasers, etc. Grantee will further indemnify and hold harmless the Grantor from any and all liability arising from such damages to persons, property or land affected or so damaged.

7. At the present time the Grantee holds and uses the following easements and rights of way in Grantor's lands:

(a) The open viaduct or cement-lined or rock-lined ditch which traverses that part of Grantor's property located in said Section 23, together with an inter-connecting unlined ditch;

(b) The roadway which runs parallel to said open viaduct or ditch.

Grantor further extends to Grantee the right of ingress and egress across its lands at reasonable places for the sole purpose of maintenance and servicing said easements. Grantee hereby abandons any and all other easements, grants, liens and interests whatsoever in the lands of the Grantor in said Section 23, whether or not of record, as of the date of this Grant of Easement, and Grantee does hereby agree to furnish properly executed deeds or grants to Grantor in relation to any and all of such abandoned interests now known or hereafter discovered.

8. At any time within twenty-one (21) years from the date of this grant should Grantor desire to relocate, alter, modify or otherwise change the location of the water line proposed to be laid in the property subject to this easement Grantee agrees to relocate such water line along the route designated by Grantor. The costs and expenses, including materials and labor of such relocation, shall be borne four-fifths by Grantee and one-fifth by Grantor. This

agreement to relocate, however, is limited to one such relocation for any one section of said pipe line.

9. At any time within twenty-one (21) years from the date of this grant should Grantor desire to relocate, alter, modify or otherwise change the location or surface appearance of the open viaduct described in paragraph 7 hereof and used by Grantee, Grantee agrees to relocate, alter, modify or otherwise change the location or bury in pipe lines, or otherwise change the appearance of said open viaduct at costs and expenses to be wholly borne by Grantor, providing any such change or modification or relocation shall be made in such manner so as to maintain the flow of water at a rate not less than as through said viaduct and so as to insure that any loss through seepage or waste will not be greater than the current loss.

10. The Grantor shall have the right to occupy and use the surface of the perpetual easement and the easement may be crossed or covered with sidewalks, curb and gutter, roadways, driveways or fences.

11. The Grantor and Grantee admit and acknowledge that as of the date of this Grant of Easement each is aware that Salt Lake County is contemplating the extension and expansion of a public way and thoroughfare to be known as Wasatch Boulevard across a part of Grantor's land and in such manner as to cross the easement hereby granted to Grantee. Grantee agrees that, nothing herein to the contrary withstanding, Grantee shall not cause any additional expense to accrue to Grantor in the construction of said public way and that if any moving, relocation, or adjustment of any kind in the water line to be laid in this easement shall be required to permit said public way to cross the same, the cost of any such moving, relocation, or adjustment shall be borne exclusively by Grantee without recourse to satisfaction from any other person or entity. It is expressly

understood by the parties hereto in connection with the initial laying of the pipe line that should certain modifications in the location of said pipe line be required by Salt Lake County in connection with said Boulevard or should such modifications appear to be desirable to all of the parties hereto in view of the ultimate location of said Boulevard, then such modifications may be incorporated by the Grantee in the design and location of said pipe line even though such modifications may result in a change in the presently described location of said pipe line, provided, however, that any and all such modifications be first approved by the Grantor in writing.

12. In the event that Grantee fails or neglects to use the easements or any of them described herein for a period of five (5) years, such act shall constitute a abandonment and forfeiture of the same by Grantee and all rights of Grantee in connection therewith will accordingly, at the expiration of said period, be extinguished.

13. There is presently a condemnation action pending in the District Court of Salt Lake County, State of Utah, in Case No. 149226. Upon execution of the Grant of Easement contained herein Grantee agrees to dismiss said action as to Grantor.

DATED this 29th day of April, 1964.



Attest: [Signature]  
Secretary

SECURITY TITLE COMPANY  
By [Signature]  
President

Attest: [Signature]  
Assistant Secretary

NATIONAL SECURITIES, INC.  
By [Signature]  
President

[Signature]  
Webster W. Decker, Trustee

[Signature]  
H. R. Fisher

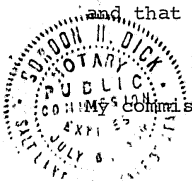
[Signature]  
Frances B. Fisher  
GRANTOR

Attest: [Signature]  
Secretary

DRAPER IRRIGATION COMPANY  
By [Signature]  
President

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

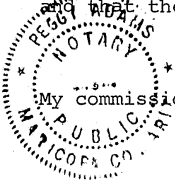
On the 29th day of April, A.D. 1964, personally appeared before me M. D. EGGERTSEN and H. D. HENAGER who being by me duly sworn did say, each for himself, that he, the said M. D. EGGERTSEN is the president, and he, the said H. D. HENAGER is the secretary of Security Title Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said M. D. EGGERTSEN and H. D. HENAGER each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Gordon H. Dick  
Notary Public  
Residing at: Salt Lake City, Utah

STATE OF ARIZONA )  
 : ss  
COUNTY OF Maricopa )

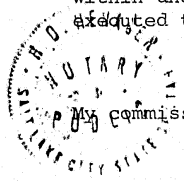
On the 1 day of May, A.D. 1964, personally appeared before me R.H. Wallace and Peter A. Messer who being by me duly sworn did say, each for himself, that he, the said R.H. Wallace is the president, and he, the said Peter A. Messer is the <sup>past</sup> secretary of National Securities, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said R.H. Wallace and Peter A. Messer each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Peggy Adams  
Notary Public  
Residing at: Phoenix, Arizona

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

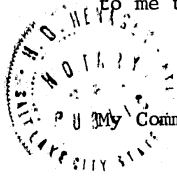
On this 29th day of April, A.D. 1964, personally appeared before me Webster W. Decker, <sup>Trustee</sup> one of the signers of the within and foregoing instrument, who duly acknowledged to me that he executed the same.



H.D. Henager  
Notary Public  
Residing at: Salt Lake City, Utah

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On this 29th day of April, A.D. 1964, personally appeared before me H. R. Fisher and Frances B. Fisher, his wife, signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.



H. D. Heffner  
Notary Public  
Residing at: Salt Lake City, Utah

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On the 27th day of April, A.D. 1964, personally appeared before me Richard Carlquist and W. S. Mickelsen, who being by me duly sworn did say, each for himself, that he, the said Richard Carlquist is the president, and he, the said W. S. Mickelsen, is the secretary of Draper Irrigation Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Richard Carlquist and W. S. Mickelsen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Jane Roberts  
Notary Public  
Residing at: Salt Lake County, Utah