

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

11523168
11/28/2012 11:01 AM \$0.00
Book - 10081 Pg - 6490-6492
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UTAH TRANSIT AUTHORITY
C/O PROPERTY MANAGER
3600 S 700 W
SALT LAKE CITY UT 84130-0810
BY: JCR, DEPUTY - WI 3 P.

WATER LINE EASEMENT

Tax ID No. 28-29-402-006
Parcel No. DRE-15:E
Project No. DRAPER LRT

UTAH TRANSIT AUTHORITY, a public transit district organized and existing pursuant to Utah law, Grantor, hereby GRANTS AND CONVEYS to the DRAPER IRRIGATION COMPANY, at 12421 South 800 East, Draper, Utah 84020, Grantee, for the Sum of \$10 Dollars, a perpetual easement, upon part of an entire tract of land, for the purpose of maintenance and access to a culinary waterline and related infrastructure. The Boundaries of said easement are described as follows:

A portion of Tax Parcel ID 28-29-402-006 located in Section 29, Township 3 South, Range 1 East, S.L.B.&M., described as follows:

Commencing at the South Quarter (S 1/4) of said Section 29; thence along the west line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 29, North 00°06'08" East, 1967.66 feet; thence departing said west line East, 626.92 feet to a point on the Southerly Right-of-Way Line of 12300 South Street and the **Point of Beginning**:

*Thence along said right-of-way line North 69°50'32" East, 20.00 feet; thence departing said right-of-way line South 20°21'45" East, 98.57 feet; thence South 22°54'50" West, 80.59 feet; thence South 66°11'25" West, 145.84 feet; thence South 32°29'27" West, 18.17 feet; thence South 12°30'33" East, 22.14 feet; thence South 77°29'27" West, 9.00 feet; thence South 12°30'33" East, 29.35 feet; thence South 32°29'27" West, 41.73 feet to a point hereafter known as point 'A', point also being on the Northerly Right-of-Way Line of the Draper Irrigation Canal (49.50 feet wide), thence North 57°29'17" West, 20.00 feet along said right-of-way line; thence departing said right-of-way line North 32°29'27" East, 33.44 feet; thence North 12°30'33" West, 42.48 feet; thence North 32°29'27" East, 45.25 feet; thence North 66°11'25" East, 143.96 feet; thence North 22°54'50" East, 64.72 feet; thence North 20°21'45" West, 90.71 feet to the **Point of Beginning**.*

The above-described part of the Grantor's property contains 8,766 square feet.

Together with:

Commencing at the above described point 'A', point also being on the northerly right-of-way line of the Draper Irrigation Canal (49.50 feet wide), thence South 32°29'27" West, 49.50 feet to a point on the southerly right-of-way line of the Draper Irrigation Canal and the **Point of Beginning**.

Thence departing said southerly right-of-way line South 32°29'27" West, 27.56 feet; thence South 57°30'33" East, 94.68 feet; thence South 80°00'33" East, 129.64 feet; thence North 88°44'27" East, 57.38 feet; thence South 01°15'33" East, 20.00 feet; thence South 88°44'27" West, 59.35 feet; thence North 80°00'33" West, 135.59 feet; thence North 57°30'33" West, 98.66 feet; thence South 32°29'27" West, 105.54 feet; thence South 00°00'08" West, 40.88 feet; thence South 45°00'00" East, 166.91 feet; thence South 89°47'09" East, 178.18 feet; thence South 00°12'51" West, 20.00 feet; thence North 89°47'09" West, 186.42 feet; thence North 45°00'00" West, 183.44 feet; thence North 00°00'08" East, 54.99 feet;

thence North 32°29'27" East, 84.49 feet; thence North 55°37'21" West, 20.18 feet; thence North 34°22'39" East, 20.00 feet; thence South 55°37'21" East, 19.52 feet; thence North 32°29'27" East, 54.43 feet; thence South 57°29'17" East, 20.00 feet to the **Point of Beginning**.

The above-described part of the Grantor's property contains 17,379 square feet.

Basis of Bearing; North 00°06'08" East, being the bearing of the west line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

If the actual pipeline varies at all from the centerline described above, ten feet on each side of the actual location of the pipeline and related infrastructure takes precedence.

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 Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

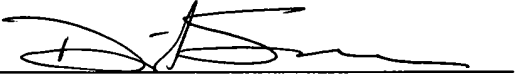
Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than one foot without the prior written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure 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, only to the cost of grass, standard concrete, and asphalt. The Grantee agrees that the pipe will be structurally strong enough to facilitate construction future roads by Grantors over said easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this 27th day of November, 2012.

GRANTOR:

UTAH TRANSIT AUTHORITY,
a public transit district of the State of Utah

By: 
Name: MANAGER OF PROPERTY ACQUISITIONS & DISPOSITIONS
DERRICK SORENSEN

Title: _____
By: Paul Edwards
Name: PAUL EDWARDS
Title: SENIOR PROGRAM MANAGER

STATE OF UTAH)
) ss.
County of Salt Lake)

On the date first above written personally appeared before me, Derrick Sorensen and Paul Edwards of the UTAH TRANSIT AUTHORITY, a public transit district of the State of Utah, whom, being by me duly sworn, to be the persons whose names are subscribed to the within instrument, and acknowledged to me said instrument was signed by them in their authorized capacities in behalf of said UTAH TRANSIT AUTHORITY.

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

Sarah Bugby
Notary Public

