

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

11565306  
01/28/2013 04:57 PM \$0.00  
Book - 10102 Pg - 1460-1461  
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: TMM, DEPUTY - WI 2 P.

## WATER LINE EASEMENT

Tax ID No. 28-29-403-010  
Parcel No. DRE-16:5E  
Project No. DRAPER LRT

The CITY OF DRAPER, UTAH, a municipal corporation and political subdivision of the State of Utah, 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 28-29-403-010 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, 1657.04 feet; thence departing said west line East, 469.06 feet to a point on the Northerly Right-of-Way Line of the Draper Irrigation Canal (49.00 feet wide) and the **Point of Beginning**:

*Thence South 57°29'17" East, 20.00 feet along said right-of-way line; thence departing said northerly right-of-way line South 32°29'27" West, 49.50 feet to a point on the southerly right-of-way line of said Draper Irrigation Canal; thence North 57°29'17" West, 20.00 feet along said right-of-way line; thence departing said southerly right-of-way line North 32°29'27" East, 49.50 feet to the **Point of Beginning**.*

*The above-described part of the Grantor's property contains 990 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, said City of Draper has caused this instrument to be executed by its proper officers thereunto duly authorized, this 8<sup>th</sup> day of January, A.D. 20 13.

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

CITY OF DRAPER

By Darrell H. Smith

On the date first above written personally appeared before me, Darrell H. Smith, who, being by me duly sworn, did say that he is the mayor of CITY OF DRAPER, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the City Council held on the 8<sup>th</sup> day of January A.D. 20 13, and said acknowledged to me that said municipal corporation executed the same.

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

Tracy B. Norr

Notary Public

