

Recorded at request of SDWI

Date JAN 22 1960

By Jessie B. Knight Deputy

Book 180
EMLY T. ELDREDGE Recorder Davis County

Page 100

199019

GRANT OF EASEMENT

*Woodland Sub alk 1 - lots 1-10
Woodland Sub alk 2 " 1-8
alk 5 - alk 6
no fee
Woodland alk 7 - lots 1-15
NE 1/4 - 1-1N-1E
NW 1/4 - 6-4N-1E
Woodland alk 14 - lots 1-10*

L. M. Flores and

his wife, Grantors, of Davis County, State of Utah, hereby grant and convey to the SOUTH DAVIS COUNTY WATER IMPROVEMENT DISTRICT, Grantee, its successors and assigns, a certain perpetual and temporary easement hereinafter described. The easement conveyed hereunder is granted by Grantors in consideration for installation by the Grantee of an irrigation system under pressure to serve certain land owned by Grantors, and for the further consideration of One (\$1.00) Dollar, and other good and valuable consideration, payment and receipt of which is hereby acknowledged.

The easement hereby granted consists of a perpetual easement to construct, reconstruct, operate, repair, replace and maintain the water line and appurtenant structures on, over, across and through a strip of land 10 feet wide, lying 5 feet on each side of and parallel and adjacent to the below described centerline; and a temporary initial construction easement to be on, over, across and through a strip of land 30 feet wide, lying 15 feet on each side and parallel and adjacent to the below described centerline.

The easement referred to above and granted hereby lies in those portions of Grantors' land situated in the Northwest Quarter of Section 6, Township 1 N, Range 1 E, Salt Lake Base and Meridian, and said easement traverses said land in the following manner:

CENTERLINE DESCRIPTION (2-4)

A part of the Northwest 1/4 of Section 6, Township 1 North, Range 1 East, Salt Lake Base and Meridian:

Beginning at a point 10 feet East from the Northwest corner of Lot 14, Block 2, Woodland Subdivision No. 2, and running thence South 312 feet; thence East 10 feet; thence South 307 feet; thence West 420 feet to a point on the West line of Section 6, said point also being West 35 feet and North 5 feet from the Southeast corner of Lot 2, Block 2, Woodland Subdivision No. 2.

Also beginning at a point 5 feet South from the Southeast corner of Block 5, Woodland Subdivision No. 2, and running thence West 75 feet; thence North 10 feet; thence West 395 feet; thence South 59° 43' West 24.8 feet to a point; thence 5 feet and West 5 feet from the Northeast corner of Lot 1, Block 5, Woodland Subdivision No. 2.

Also beginning at a point 5 feet West from the Northeast corner of Block 2, Woodland Subdivision No. 2 and running thence South 43.61 feet.

A part of the Northeast 1/4 of Section 1, Township 1 North, Range 1 East, Salt Lake Base and Meridian:

Beginning at a point 40 feet East and 5 feet North from the Southwest corner of Lot 2, Block 2, Woodland Subdivision No. 2, and running thence West 498.4 feet; thence North 364.5 feet to a point which is 5 feet North and 5 feet East of the Southeast corner of Lot 4, Block 1, Woodland Subdivision No. 2.

Also beginning at a point 5 feet East and 5 feet North from the Southwest corner of Lot 1, Block 1, Woodland Subdivision No. 2, and running thence West 200 feet; thence North along the East bank of a canal 195 feet.

Also beginning at a point 91 feet West and 5 feet North from the Northeast corner of Block 15, Woodland Subdivision No. 2 and running thence South 180 feet; thence East along the East bank of a canal.

Also beginning at a point 5 feet South from the Northeast corner of Block 6, Woodland Subdivision No. 2, and running thence West 475 feet.

Also beginning at a point 5 feet East from the Northwest corner of Lot 3, Block 14, Woodland Subdivision No. 2, and running thence South 265 feet.

Also beginning at a point 5 feet West from the Northeast corner of Lot 14, Block 6, Woodland Subdivision No. 2, and running thence South 615 feet; thence South 7° West 94.33 feet; thence South 7° West 205 feet to a point 5 feet West from the Southeast corner of Lot 1, Block 6, Woodland Subdivision No. 2.

Plat
Cable
Compare
Labeled

Grantee, in accepting this grant, agrees to abide by the following terms and conditions:

1. Upon completion of the installation, the land disturbed by the installation will be graded and refilled as near as may be to its existing condition.
2. Any and all damage done to any fences will be fully repaired and the fences will be placed in their existing condition.
3. Any and all damage to crops, trees and shrubbery by reason of use of said easement will be reasonably adjusted or restored to their existing condition.
4. The Grantors shall have a limited right to occupy and use the surface of the perpetual easement. They shall not build thereon any permanent structure or building, nor plant trees or shrubs whose root zones would contact or interfere with the pipeline. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, driveways, fences or similar improvements.

Dated this 13 day of October 1959.

L M Flores
Grantor

Josephine L Flores
Grantor's wife

The foregoing Grant of Easement and the conditions thereby imposed on the District as Grantee are hereby accepted by the District, and the District agrees to comply with said conditions.

SOUTH DAVIS COUNTY WATER IMPROVEMENT DISTRICT

By *[Signature]*
Chairman

STATE OF UTAH |
COUNTY OF DAVIS | ss.

On the 13th day of October 1959, personally appeared before me *L M Flores* (Grantor) and *Josephine L Flores* (Grantor's wife)

the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

P. Knute Peterson
Notary Public

STATE OF UTAH |
COUNTY OF DAVIS | ss.

On the _____ day of _____ 1959, personally appeared before me, P. KNUTE PETERSON, who duly acknowledged to me that he is the Chairman of the SOUTH DAVIS COUNTY WATER IMPROVEMENT DISTRICT, 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 the said P. KNUTE PETERSON duly acknowledged to me that said corporation executed the same; and the seal affixed is the seal of said corporation.

Notary Public