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SDW

Date JAN 22 1960 at 11:57 A.M. EMILY T. ELDREDGE Recorder Davis County
By Junius B. Knight Deputy Book 180 Page 138

no fee
SW 1/4-31-2N-1E
SE 1/4-36-2N-1W
Church Heights lots 1 to 3, 6 to 9
Irfred Park lots 1, 2, 6, 7, 8, 9 Block 1
Irfred Park lots 1, 2, 3, 4, 5, 6, 7, 8, 9 Block 2
Irfred Park lots 1, 2, 3, 4, 5, 6, 7, 8, 9 Block 3

199038

GRANT OF EASEMENT

Michael J. and Carol Fowler

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 Southwest Quarter of Section 31, Township 2 N, Range 1 W, Salt Lake Base and Meridian, and said easement traverses said land in the following manner:

CENTERLINE DESCRIPTION (2-6)

A part of the Southwest 1/4 of Section 31, Township 2 North, Range 1 East; and a part of the Southeast 1/4 of Section 36, Township 2 North, Range 1 West, SLS&M.

Beginning at a point 5 feet South of the Southwest corner of Lot 1, Church Heights Subdivision and running thence South 89° 15' 30" East 710 feet to thence Northeasterly along the East bank of an irrigation ditch 316 feet.

Also beginning at a point 5 feet East from the Southeast corner of Lot 7, Church Heights Subdivision and running thence Southwesterly along the Beautiful irrigation canal 662 feet.

Also beginning at a point 5 feet East and 58 feet South from the Northeast corner of Lot 9, Church Heights Subdivision and running thence East 150 feet; thence North 42° East 55 feet; thence North 30° East 88 feet; thence North 5° 126 feet; thence North 190 feet to a point on the South line of 6500 South Street.

Also beginning at a point 5 feet South from the Southeast corner of the Julian N. Sills Property (Drive-In Theater) and running thence South 89° 13' West 344.2 feet; thence North 77° 16' West 134.2 feet; thence North 30° 16' West 170 feet.

Also beginning at a point 5 feet South from the Northeast corner of Lot 1, Block 1, Irfred Park Subdivision and running thence South 89° 13' 15" West 195 feet; thence South 89° 27' East 1028 feet to a point 5 feet East of the Southwest corner, Lot 2, Block 4, Irfred Park Subdivision.

Also beginning at a point 5 feet South from the Northeast corner of Lot 4, Block 1, Irfred Park Subdivision and running thence South 89° 13' 15" West 350 feet to a point 5 feet South from the Northwest corner of Lot 6A, Block 1, Irfred Park Subdivision.

Also beginning at a point 5 feet South from the Northeast corner of Lot 9, Block 3, Irfred Park Subdivision and running thence South 89° 32' 15" West 280 feet.

Plotted
1/23/60

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 5 day of November, 1959.

M. J. Smith
Grantor

Carol Lawler
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 P. Knute Peterson
Chairman

STATE OF UTAH }
COUNTY OF DAVIS } ss.

On the 5th day of November, 1959, personally appeared before me M. J. Smith and Carol Lawler
(Grantor) (Grantor's wife)

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

Dorothy E. Christiansen
Notary Public

STATE OF UTAH }
COUNTY OF DAVIS } ss.

On the 5 day of November, 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.

P. Knute Peterson
Notary Public