

2232243

BOOK 2629 PAGE 82

Recorded JAN 31 1968 at 2:23 P.m.  
Request of GRANTEE  
Fee Paid HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
\$ NOFEE By [Signature] Deputy  
Ref. % James A. McIntosh  
15 E. 4th So. 84111

## EASEMENT

GOLDEN L. BERRETT and CAROLINE K. BERRETT, his wife, 1655 East 6696 South, Salt Lake City, Utah, hereinafter referred to jointly as GRANTORS, do hereby grant, convey, and set over unto Salt Lake County, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, for good and valuable consideration, a perpetual easement over the following described property in Salt Lake County, State of Utah:

Com S 0° 13' 26" W 190 ft & N 89° 59' 20" W 33 ft fr NE cor Sec 5, T 3S, R 1 E, SL Mer, S 0° 13' 26" W 260 ft; W 157 ft; S 210 ft; W 863.23 ft; N'ly alg curve to left 48.27 ft; N'lv alg curve to right. 51.77 ft; N 120 ft; W 12 rds; N 55 ft; E 12 rds; N 21.33 rds; E 856 ft; S 0° 13' 26" W 157 ft; S 89° 59' 20" E 167 ft to beg. Also W 1 rd of N 627 ft of Lot 1, sd Sec 5. 13.49 Ac.

The purpose of this Easement is to grant and convey unto Salt Lake County, its officers, agents, employees, and assigns, the right to discharge and convey storm drainage waters upon and across the above-described property.

The GRANTORS do hereby covenant and warrant they they are lawfully seized and possessed of the real estate above described; they they have a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances except mortgages and other easements of record and that as to these mortgages and other easements, the GRANTORS do hereby agree to defend title in themselves and to protect the COUNTY, its agents, employees, and assigns harmless from any claim by the said mortgage holder or other lien holders, and to defend the title thereto against the lawful claims of all such persons.

The GRANTORS do hereby release Salt Lake County, its officers, employees, agents, and assigns, from any and all claims for damages from any cause incidental to the exercise of the rights herein granted.

The COUNTY agrees to dig an open ditch across the above-described property for purposes of channeling the said storm

drainage waters and for use by the GRANTORS for watering their property. The COUNTY further agrees that it will discontinue using this Easement upon receipt of one-year's advance written notice from the GRANTORS.

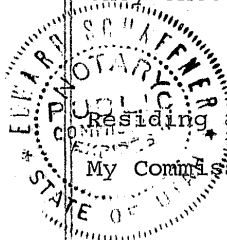
*Golden L. Berrett*  
GOLDEN L. BERRETT

*Caroline K. Berrett*  
CAROLINE K. BERRETT

STATE OF UTAH            )  
                                  : ss  
COUNTY OF SALT LAKE)

On the 16<sup>th</sup> day of January, 1968, personally appeared before me GOLDEN L. BERRETT and CAROLINE K. BERRETT, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

*Edward J. Schaffner*  
NOTARY PUBLIC



Residing at Salt Lake City, Utah  
My Commission Expires: 6-24-71