

AMERICAN EQUITY CORP.  
P. O. BOX 11584  
SALT LAKE CITY, UTAH 84111

JUL 10 1973  
Recorded at 11:38am  
Request of SECURITY TITLE COMPANY  
Fee Paid, JERADEEN MARTIN  
Recorder, Salt Lake County, Utah  
\$3-00 By B.P. Dec. 1973

RIGHT OF WAY AND EASEMENT GRANT

2553198

A. RALPH SMITH and MABEL C. SMITH, his wife, of American Fork, Utah, Grantors, do hereby convey and warrant to SANDY CITY CORPORATION, a body politic, its successors and assigns, for the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement ten (10) feet in width to lay maintain, operate, repair, inspect, protect, remove and replace a pipeline for water transmission purposes (hereinafter collectively called "facilities") through and across the following described land and premises situated in Salt Lake County, State of Utah, to-wit:

BEGINNING at the Northwest corner of Lot 2, CEDAR TERRACE NO. 2, according to the plat thereof, as recorded in the office of the Salt Lake County Recorder, and running thence East 124.23 feet to the Northeast corner of said Lot 2; thence South 10 feet; thence West 124.23 feet; thence North 10 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the said SANDY CITY CORPORATION, its successors and assigns, so long as such facilities shall exist, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portions of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantors shall have the right to use the said premises except for the purpose for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantors shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by

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Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantors have executed this document this 27th day of June, 1973.

A. Ralph Smith  
A. RALPH SMITH

Mabel C. Smith  
MABEL C. SMITH

STATE OF UTAH )  
                  )  
                  ss.  
COUNTY OF SALT LAKE )

On this 27th day of June, 1973, personally appeared before me A. RALPH SMITH and MABEL C. SMITH, the signers of the above instrument who duly acknowledged to me that they executed the same.

Henry E. Chapman  
NOTARY PUBLIC  
Residing in Salt Lake City, Utah

