

GRANT OF EASEMENT

NO. 303572

RECORDED AT THE REQUEST OF David Garrard
DATE 1-30-74 TIME 1:10 BOOK 126 PAGE 75
OF RECORDS FILE 200
DA. J. LONG, TOOELE COUNTY RECORDER
Tooele County Recorder

Garrard Garage & Implement - David Garrard

Grantor(s) of Tooele County, State of Utah, hereby grant and convey to Lincoln Land Acquisition Company, 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 a culinary waterline from which a limited supply of water will be available 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 50 feet wide, lying 25 feet on each side and parallel and adjacent to the below described centerline, or the portion thereof on the Grantor's property.

The easement referred to above and granted hereby lies in those portions of Grantors' land situated in the SE 1/4 and Quarters of Section 3, Township 2S, Range 4W, Salt Lake Base and Meridian, and said easement traverses said land in the following manner:

Beginning at Westerly line of Grantor's property at a point 5 ft easterly from the southeast R/W of State Highway, S.R. 40, which point is further described as 897 ft east and 715 ft north, more or less, of the SW Cor SE 1/4 Sec 3, T2S, R4W, SLB&M; running thence northerly along said Highway 40 parallel to and 5 ft. from the easterly R/W of Highway 40 a distance of 332 ft to Grantor's northerly property line.

This Grant of Easement is given subject to 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 25 day of April 1972.

David Garrard Pres.
Grantor(s) Garrard Garage & Impl.

STATE OF UTAH
COUNTY OF TOOELE

On the 25th day of April, 1972, personally appeared before me David Garrard the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Residing at 2180 E. 7th St.
My Commission ends Jan 7, 1972

Frieda J. Life
Notary Public