

Recorded at request of SECURITY TITLE COMPANY Order No. 320
Date MAR 9 1966
By *David R. Rhymer* Secretary Page 490

306816

RIGHT OF WAY AGREEMENT

This Agreement made and executed in duplicate this 29 day of September, A. D. 1966, by and between WILLIAM ROESSLER and HESTER T. ROESSLER, his wife, of Davis County, Utah, hereinafter referred to as Grantors, and KAYS CREEK IRRIGATION COMPANY, a Utah corporation with its principal place of business in Layton, Utah, hereinafter referred to as Company;

WITNESSETH:

1. For and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, Grantors hereby grant to Company a perpetual right of way and easement for the purpose of digging a trench and/or making a fill along said right of way, to lay, construct, maintain, operate, repair, remove or replace a water pipeline therein for the transportation of water under pressure over and across Grantors' land and premises in Davis County, Utah, and particularly described as follows, to-wit:

A strip of land lying 5 feet on each side of, adjacent and parallel to the following described centerline:

720.2
Beginning at a point on the South line of Grantors' property which is 720.2 feet North and 816.3 feet East of the West Quarter corner of Section 13, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 54° 19' East 100 feet to a point on the North line of Grantors' property.

795.1
Also, beginning at a point on Grantors' West line which is 795.1 feet North and 920.6 feet East of the West Quarter corner of Section 13, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 54° 19' East 7.2 feet; thence North 73.9 feet; thence East 66.8 feet; thence North 34° 23' East 5.8 feet to the North line of Grantors' property.

Together with a temporary easement during installation and construction of the pipeline for construction purposes over and across a strip of land 12 feet on each side of and parallel and adjacent to the centerline hereinabove described.

Together with the right of ingress and egress to and from and along said right of way and easement to maintain, operate, repair, remove or replace said water pipeline.

HESS, PALMER & VAN WAGENEN
ATTORNEYS AND COUNSELORS AT LAW
40 SOUTH 125 EAST
CLEARFIELD, UTAH 84015
PHONE 825-2228

This easement is granted with the understanding that Kays Creek Irrigation Company releases all previous rights of way across this property.

2. It is understood and agreed by and between the parties hereto that the Grantors reserve the right to construct a road across the course of the above described easement for vehicular traffic access from Grantors' land on one side of the easement to his land on the other.

3. It is further mutually understood and agreed by and between the parties hereto that the Company will not disturb the building that is now located near the course of this easement and also that the Company will clean up after the installation of the pipeline, including large rocks that will interfere with Grantors' use of their land.

4. It is further understood and agreed by and between the parties hereto that the Company will fill in the old Kays Creek ditch that now traverses the real property of the Grantors.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this 29 day of Sept., A. D. 1966.

William Roessler
Hester T. Roessler
Grantors

KAYS CREEK IRRIGATION COMPANY
By Lloyd F. Astorino
President

ATTEST
[Signature]

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 29 day of September, A. D. 1966, personally appeared before me WILLIAM ROESSLER and HESTER T. ROESSLER, his wife, two of the signers of the within instrument, who duly acknowledged to me that they executed the same.

Dorothy C. Wall
Notary Public
Residing at:

My commission expires:
9.3.6.1970

Rd #2 East Taylor, Utah

Hess, Palmer & Van Wageningen
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