

constructing, maintaining, operating, repairing and protecting the same, and in doing all things on said canal, and on each side thereof, necessary to properly manage, control, convey and distribute the water to be conveyed therein;

NOW THEREFORE, in consideration of the premises and of payment to the said grantors by the said irrigation district, of the sum of \$275.00, receipt whereof is hereby acknowledged, the said grantors, hereby give, ^{grant} bargain, sell and convey unto the said irrigation district, its successors and assigns forever, a permanent and perpetual easement and right of way 20 feet in width, as aforesaid, over and through that certain parcel of land owned by said grantors and situate in Davis County, State of Utah, and described as follows, to wit:

Commencing at a point 49½ rods North and 146.096 rods East from the Southwest corner of Lot 2, Block L, North Mill Creek Plat, Davis County, and running thence East 60.902 rods, thence North 12 3/4 rods, thence West 19 rods more or less to the center of Highway No. 2, Davis County Road Survey, thence South along the center of said Highway No. 2, 6 feet, thence West 50.902 rods more or less to a point directly North of the point of commencement, thence South 12.50 rods more or less to commencement, containing 5.15 acres more or less, being within the limit of the Southeast quarter of Section 30, Township 2 North, Range 1 East, SIM.

And we further give and grant to said District, it's Agents or employees right to go over and upon said property outside of said permanent easement when in the judgment of the Board of Directors of said District it shall be deemed necessary, to repair and maintain said canal or to manage and control water to be conveyed therein. It being understood that said District will pay all and any damage or injury to any and all crops growing upon said property outside of said permanent easement occasioned by said District, it's Agents or Employees in the exercise of the right hereby granted.

IN WITNESS WHEREOF, the grantors have hereunto set their hands the day and year first above written.

Signed in the presence of

Thomas Sessions.

Seth C. Jones.

Julia Sessions.

State of Utah)
 ss
County of Davis)

On this 25th day of May, 1921, personally appeared before me Thomas Sessions and Julia Sessions, signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Seth C. Jones.

Notary Public.

My commission expires on the 23 day of March, 1923.

Recorded November 21, 1921 at 1:15 P.M.

Abstracted E-169.

Lueda L. Brown, County Recorder.

No. 22406

GRANT OF RIGHT OF WAY.

THIS INDENTURE, made this 25th day of March, 1921, by and between Frank C. Wicker and, his wife, of Bountiful, hereinafter called grantor, and the Bonneville Irrigation District, a body corporate and politic, hereinafter called

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irrigation district, WITNESSETH:

WHEREAS, said irrigation district is constructing a system for the irrigation of lands lying within said irrigation district, and it is necessary to construct a permanent distributing canal, known as the upper canal to extend over a parcel of land hereinafter described, and belonging to said grantor, and said irrigation district will require a permanent and perpetual right of way for said canal, and it will be necessary in the construction, maintenance, operation and protection of said canal and for the management, control and distribution of the waters to be conveyed therein, that said irrigation district have a perpetual right of way of the width of 20 feet, that is to say, 10 feet on each side of the center line of said canal, through and over the land of said grantor, together with the right to the officers, agents and employees of said irrigation district to have unrestricted access to and the right to pass along and over said strip of land to a distance of 10 feet on either side of the center line of said canal, for the purpose of constructing, maintaining, operating, repairing and protecting the same, and in doing all things on said canal, and on each side thereof, necessary to properly manage, control, convey and distribute the water to be conveyed therein;

NOW THEREFORE, in consideration of the premises and of payment to the said grantor, by the said irrigation district, of the sum of \$250.00, receipt whereof is hereby acknowledged, the said grantor, hereby gives, grants, bargains, sells and conveys unto the said irrigation district, its successors and assigns forever, a permanent and perpetual easement and right of way 20 feet in width, as aforesaid, over and through that certain parcel of land owned by said grantor and situate in Davis County, State of Utah, and described as follows, to wit:

Commencing at the point of intersection of the West line of the upper County Road with the North line of the street running East and West parallel with the South boundary line of Block 38, North Mill Creek Plat Survey, Davis County, running thence West 23 3/4 rods on the North line of street, running East and West, thence North 12 3/4 rods, thence East 26 1/2 rods, thence Southwesterly along the West line of aforesaid upper County Road 13.4 rods to commencement, 2 acres more or less, being a part of Section 30, Township 2 North, Range 1 East, S1M.

And we further give and grant to said District, it's Agents or Employees right to go over and upon said property outside of said permanent easement when in the judgment of the Board of Directors of said District it shall be deemed necessary, to repair and maintain said canal or to manage and control water to be conveyed therein. It being understood that said District will pay all and any damage or injury to any and all crops growing upon said property outside of said permanent easement occasioned by said District, it's Agents or Employees in the exercise of the right hereby granted.

IN WITNESS WHEREOF, the grantor has hereunto set his hand the day and year first above written.

Signed in the presence of:

Frank C. Wicker.

Seth C. Jones.

State of Utah)
 ss
County of Davis)

On this 3th day of May, 1921, personally appeared before me Frank C. Wicker and, signer of the foregoing instrument, who duly acknowledged to me

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that he executed the same.



Seth C. Jones,
Notary Public.

My commission expires on the 25th day of March, 1925.

Recorded November 21, 1921 at 1:20 P.M. Abstracted 6-169-

Lucas L. Brown, County Recorder.

No. 32409 GRANT OF RIGHT OF WAY.

THIS INSTRUMENT, made this 26th day of March, 1921, by and between Salt Lake Valley Loan and Trust Company, a corporation of Utah, hereinafter called grantor, and the Bonneville Irrigation District, a body corporate and politic, hereinafter called irrigation district, WITNESSETH:

WHEREAS, said irrigation district is constructing a system for the irrigation of lands lying within said irrigation district, and it is necessary to construct a permanent distributing canal, known as the upper canal to extend over a parcel of land hereinafter described, and belonging to said grantor, and said irrigation district will require a permanent and perpetual right of way for said canal, and it will be necessary in the construction, maintenance, operation and protection of said canal and for the management, control and distribution of the waters to be conveyed therein, that said irrigation district have a perpetual right of way of the width of 20 feet, that is to say, 10 feet on each side of the center line of said canal, through and over the land of said grantor, together with the right to the officers, agents and employes of said irrigation district to have unrestricted access to and the right to pass along and over said strip of land to a distance of 10 feet on either side of the center line of said canal, for the purpose of constructing, maintaining, operating, repairing and protecting the same, and in doing all things on said canal, and on each side thereof, necessary to properly manage, control, convey and distribute the water to be conveyed therein;

NOW THEREFORE, in consideration of the premises and of payment to the said grantor, by the said irrigation district, of the sum of \$1575.00, receipt whereof is hereby acknowledged, the said grantor, hereby gives, grants, bargains, sells and conveys unto the said irrigation district, its successors and assigns forever, a permanent and perpetual easement and right of way 20 feet in width, as aforesaid, over and through those certain parcels of land owned by said grantor and situate in Davis County, State of Utah, and described as follows, to wit:

Commencing at a point 45 rods West from the S.E. corner of the SE quarter of Sec. 30, Township 3 North, Range 1 East, thence W 171 rods to the E. line of a certain 4 rod street running N and S; thence N 12-3/4 rods; thence E 155 rods; to the E line of highway No. 2, thence S. 12 rods 12 1/2 feet, thence E 16 rods, thence S 4 feet to the place of commencement, containing 12 1/2 acres more or less, being a part of the SE quarter of said Section 30.

Also commencing at a point 37-3/4 rods S and 114-3/4 rods E of the NE corner of Lot 6, Block 37, North Mill Creek Plat Survey, running thence E 46 1/2 rods more or less to the center of County Highway No. 2, Davis County Road Survey; thence Northeasterly along the center of said road 27 1/2 rods more or less to a point which is due E of point 25 1/2 rods due N of the place of commencement; thence W 36 rods;