

behalf of said corporation by authority of a resolution of its Board of Directors, duly passed and the said V. A. Pettilyon acknowledged to me that said corporation executed the same.

My commission expires:

April 20, 1925.

Hazel I. White,

Notary Public.

Salt Lake City, Utah.

Recorded May 4, 1923 at 10:15 A.M.

Abstracted 1/5.

Seal

Julius L. Brown County Recorder.

G-255 L&L

No. 33129

GRANT OF RIGHT OF WAY.

THIS INDENTURE, made this 28th day of March, 1921, by and between A. U. Eldredge and Edith Eldredge, his wife, of Woods Cross, Utah, hereinafter called grantors, 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 grantors, 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 grantors, 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 grantors, by the said irrigation district, of the sum of \$73.25/100, 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:

Beginning 4.65 chains South from the Northwest corner of Southwest quarter; thence South 7.64 chains East 24.49 chains North 7.93 chains West 24.58 chains to beginning. SW $\frac{1}{4}$ of Sec. 31, Tp. 2 N, R 1 E., S.L.M.

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

