

11.50
3.00
2.50
10.00

EASEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, C. Taylor Burton and wife Hilda H. Burton of 1812 Millbrook Road, Salt Lake City, Utah, Grantors, do hereby grant unto Pine Canyon Ditch Company of Liberty, Utah, Grantee, its successors and assigns, an easement in, over and upon the following described land situated in the County of Weber, State of Utah, to-wit:

Beginning at a point approximately 3930 feet South and 2175 feet East of the Northwest (NW) corner of Section 29, Township 7 North (T.7N.) Range 1 East (R.1E.) Salt Lake Base and Meridian (S.L.B.M.); thence S21°15'E 32.2 feet, thence S5°27'E 109.5 feet, thence S12°44'W 157.4 feet, thence S21°12'E 82.9 feet, thence S01°03'E 92.6 feet, thence S23°22'W 115.0 feet, thence S43°37'W 72.6 feet, thence S25°40' E 77.8 feet, thence S14°34'W 175.2 feet, thence S8°57'E 223.1 feet, thence S25°10'E 171.8 feet, thence S18°56'E 180.7 feet, thence S3°37'E 139.1 feet, thence S3°37'W 130.5 feet, thence S11°32'W 113.4 feet, thence S32°32'E 167.6 feet, thence S3°39'E 172.6 feet, thence S3°46'W 85.7 feet, thence S12°53'E 260.3 feet, including 20 feet on the left and 20 feet on the right. Area further described as being in the SE¼ of the SW¼ of Section 29, and the NE¼ of the NW¼ of Section 32, T.7N., R.1E., S.L.B.M. Described area being approximately 2.35 acres.

For the purposes of installation, operation, maintenance and inspection of a concrete irrigation pipeline with a reinforced concrete inlet diversion, junction box and outlet box;

Provided as follows:

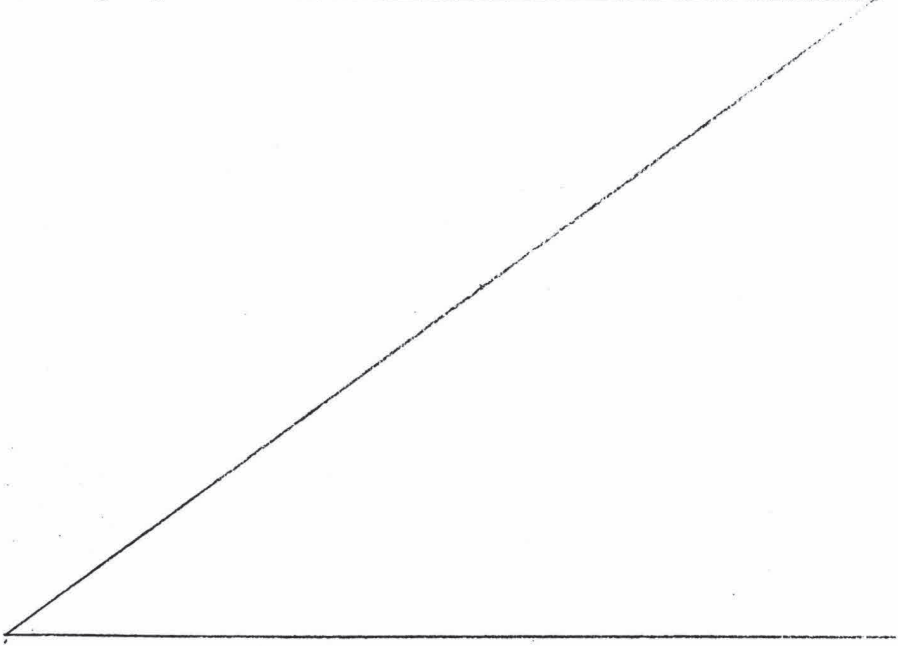
1. In the event construction on the above described works of improvement is not commenced within twelve (12) months from the date hereof, the rights and privileges herein granted shall at once, without notice or demand, revert to and become the property of the Grantors, their heirs and assigns, and this easement shall be null, void and of no further force or effect.
2. This easement includes the right of ingress and egress at any reasonable time over and upon the above described land of the Grantors for the purposes as indicated above.
3. There is reserved to the Grantors, their heirs and assigns, the right and privilege to use the above described land at any time, in any manner and for any purpose so long as the right of egress or ingress granted herein is maintained.
4. The Grantee is responsible for operating and maintaining the above described works of improvement in good and serviceable condition. Should the Grantee, its successors or assigns, neglect or abandon said improvement or in any other way by word or act manifest lack of interest therein, then this easement shall become null and void and the rights granted herein shall revert to the Grantors.

EASEMENT - 2

5. As a condition subsequent to this easement Grantee agrees to construct and install said pipeline according to acceptable engineering standards, to properly backfill all excavations, to clear and remove all debris resulting from said construction whether left on the premises described herein or any other premises belonging to Grantors, and upon completion of said installation to furnish a licensed engineer's survey and certificate showing and certifying that the pipeline and appurtenances thereto are located within the description contained herein, said certificate to be amended and appended hereto. Grantee further agrees, upon completion of said installation, to level and plant said described premises with grass pasture mix as prescribed by the Soil Conservation Service and to replace said cover in the event of any future excavation.

6. Grantee hereby acknowledges the right of Grantor to use the full flow of said irrigation pipeline for two (2) days of twenty four (24) hours each in each irrigation season and for this purpose agrees as a condition subsequent hereto to furnish and install a gate or other suitable diversion device at a point along said pipeline to be determined by Grantors.

7. The Grantee shall at all times protect, indemnify, and save harmless the Grantors from any and all claims, demands, judgments, costs, expenses and all damage of every kind and nature made, rendered or incurred by Grantee arising out of the use, construction, maintenance, operation, repair, extension, existence, use or removal of said irrigation pipeline or the exercise of any other rights granted herein.



EASEMENT - 3

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor, with all the rights, privileges and appurtenances there-to belonging or in anywise appertaining, unto the Grantee, its successors and assigns, forever.

In WITNESS WHEREOF the Grantor has executed this instrument on the 24TH day of AUGUST, 1960.

E. J. Ryan
(Signature of Grantor)

Hilda H. Burton
(Signature of Grantor)

Subscribed and sworn to before me this 24th day of August, 1960.

Dean J. J. J.
(Notary Public)

Residing at *Soer Lake City*

Utah



My commission expires *5/6/63*

344004

STATE OF UTAH } \$5
COUNTY OF WEBER }
FILED AND RECORDED FOR

Boone Canyon Mch Co.

OCT 13 10 33 AM '60

IN BOOK 659 OF RECORD

PAGE 568-570

RUTH EAMES OLSEN
COUNTY RECORDER

Dean H. Clark

4.50
Platted Indexed
Recorded Abstracted
Compared Page