

RIGHT OF WAY GRANT

RW081587

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, South Jordan Canal Company is the fee simple owner of the following described tract of land situated in Salt Lake County, State of Utah, to wit: CANAL X-ING AT APPROXIMATELY 3816 WEST 4400 SOUTH. REAR OF LOT 12, CROWN SUBDIVISION NO. 1-EAST ALONG CANAL 200' MORE L W. 1/2 SW 1/4 SEC 5, T. 2S, R 1W. SLB&M.

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10 JULY 91 12:29 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
U S WEST COMMUNICATIONS
REC BY: DIANE KILPACK , DEPUTY

WHEREAS, U.S. WEST is desirous of obtaining a right-of-way over the property described above:

NOW THEREFORE, for value received, South Jordan Canal Company does hereby grant to U.S. WEST COMMUNICATIONS, INC.

, a non-exclusive easement over the above-described real property for the purpose of ingress and egress to property owned by SOUTH JORDAN CANAL Co. for the purpose of laying and maintaining, subject to the following Restrictions, Covenants and Agreements: Appendage A1

1. That prior to the construction of any crossing of that section of the right of way described above, drawings and specifications for said crossing be submitted to and approved by the Board of the South Jordan Canal Company.

2. That prior to any construction plans and specifications for the conveyance of water through the above-described real property be submitted to and approved by the Board of the South Jordan Canal Company.

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3. That prior to the construction of any utility crossing that the plans and specifications for said crossing be submitted to and approved by the Board of the South Jordan Canal Company.

4. That U.S. WEST its successors in interest or assigns have the sole and continuing responsibility to maintain any crossing for ingress and egress and/or utility crossing and protect and hold harmless the South Jordan Canal Company from any and all liability or loss occasioned by any break in or failure to maintain any crossing for ingress and egress and/or utility crossing through the above-described real property.

5. That U.S. WEST, its assigns, grantees, or successors in interest have the sole and continuing responsibility to protect against any obstruction in flow of canal waters across or through the above-described property. Further to protect and hold grantor harmless from any loss, damage, cause of action of any person whomsoever occasioned by any such obstruction in the flow of canal waters.

6. To prevent disturbance in use of the canal, any construction contemplated by U.S. WEST, its assigns, grantees or successors in interest must be commenced and completed during the period from October 15 through April 1 unless written permission is obtained by _____ its assigns, grantees, or successors in interest from the President of the South Jordan Canal Company.

7. The South Jordan Canal Company and U.S. WEST each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing suit or otherwise.

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8. It is understood that this Agreement constitutes the entire agreement between the parties and shall not be altered or modified by any prior or subsequent oral agreements, except as mutually agreed in appendage A1, Articles 1 through 8.

9. Adresse of the parties to which any default under this Grant of Right of Way are to be mailed is:

South Jordan Canal Company
c/o Ralph B. Mackay
4785 South 2200 West
Salt Lake City, Utah 84118

IN WITNESS WHEREOF, This Agreement is entered into this _____ day of _____ 19 _____

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RW091587

GRANTOR:

GRANTEE:

South Jordan Canal Company
aka South Jordan Irrigation Company

U. S. WEST COMMUNICATIONS, Inc.

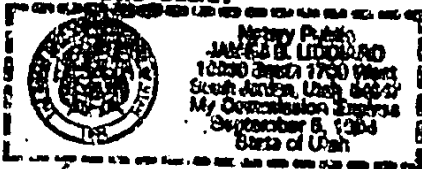
Dale Bateman
by: Dale Bateman, President

By: Berne H. Pultopher
Berne H. Pultopher, Manager

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 23RD day of MAY, 1991 personally appeared before me DALE BATEMAN, who being by me duly sworn did say, that he the said DALE BATEMAN is the President of South Jordan Canal Company aka South Jordan Irrigation Company, and that the within and foregoing instrument was signed on behalf of said company by authority of its Board of Directors and the said DALE BATEMAN duly acknowledged to me that the said corporation executed the same.



James B. Liddiard
NOTARY PUBLIC
Residing in SOUTH JORDAN, UTAH

My Commission Expires:

STATE OF UTAH >)
COUNTY OF SALT LAKE)

On the 23RD day of MAY, personally appeared before me _____, an officer _____, a _____ a Utah Corporation, who being by me duly sworn did say that the within and foregoing instrument was signed for and on behalf of the _____ by authority of its Board of Directors and that the said _____ duly acknowledged to me that the said _____ did execute the same.

NOTARY PUBLIC
Residing in _____

My Commission Expires:

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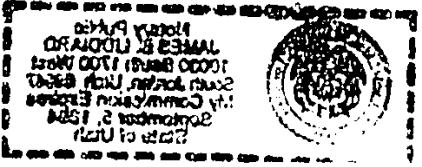
RIGHT-OF-WAY NO RM081587

JOB NO U-1-6491

EXCHANGE KEARNS

7045c
10.00
12.

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Do not record
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