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17 SEPTEMBER 91 04:24 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: SHARON WEST , DEPUTY

EASEMENT AGREEMENT

This Agreement is made and entered into this 2 day
of August, 1991, by and between Kent M. Wright and Betty
A. Wright and Draper City, a political subdivision of the
State of Utah, hereinafter referred to as Draper;

W I T N E S S

WHEREAS, Kent M. Wright and Betty A. Wright, own certain
real properties situated in Salt Lake County, State of Utah,
which are more specifically described and referred to hereinbelow
and;

WHEREAS, Draper is presently engaged in the acquisition
of road right of ways and easements for roadway slopes and the
construction thereof, and;

WHEREAS, Kent M. Wright and Betty A. Wright, for one dollar
(\$1.00) and other good and valuable consideration, receipt of
which is acknowledged, are willing to grant to Draper City a non-
exclusive easement and the right to construct, maintain and land-
scape a roadway slope over and across said easement located
on the property owned by Kent M. Wright and Betty A. Wright
in Salt Lake County, Utah.

NOW, THEREFORE, It is mutually agreed as follows:

1. Kent M. Wright and Betty A. Wright, do hereby grant
to Draper a non-exclusive easement over and across those certain
lands described as:

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EXHIBIT "A"

PROPERTY DESCRIPTION

That certain parcel of real property situated in Salt Lake County, State of Utah and more particularly described as follows:

Beginning at a point on the South line of a proposed Draper Irrigation Company canal relocation said point being 1271.23 feet South $0^{\circ}29'56''$ West along the section line and 233.36 feet West from the East quarter corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point being on the arc of a 950.00 foot radius curve to the right the center of which bears South $54^{\circ}18'10''$ West; thence 270.87 feet along the arc of said curve through a central angle of $16^{\circ}20'11''$ to a point of compound curvature with a 30.00 foot-radius curve; thence 65.94 feet along the arc of said curve through a central angle of $125^{\circ}56'00''$; thence North $16^{\circ}34'20''$ East 32.89 feet; thence North $22^{\circ}08'23''$ West 150.96 feet; thence North $34^{\circ}34'40''$ West 129.63 feet to the South line of said canal relocation; thence East 33.17 feet along said South line to the point of beginning.

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to construct, maintain and landscape roadway slopes for the purpose of providing a stable foundation for a roadway. Draper Irrigation shall have the right to utilize the property subject of the easement granted herein to the extent such use does not detract from, hinder or frustrate the grantee as to the intended purpose of such easement. Such use is limited to 30 feet adjoining the canal of Draper Irrigation and only for the purposes herein set forth.

2. It is understood that this easement, shall be perpetual and continuous. Draper City shall have the right to ingress and egress to and from said easement to maintain, repair, inspect, landscape and protect the slope.

3. Upon completion of construction and/or repair or replacement of said slope across the subject premises of Kent M. Wright and Betty A. Wright, Draper shall perform all cleanup work, repair, maintenance, replanting, reseeding or such other restoration or improvement work as is necessary to place the subject property and existing improvements thereon in as good or better condition as existed before the commencement of said work.

4. This agreement shall bind the heirs, executors, administrators, and assigns of the respective parties hereto and shall constitute a covenant running to and with the land.

5. In the event either party hereto defaults as to its obligations hereunder, said defaulting party shall pay all costs of enforcement, (enforcement to include injunctive relief), and/or for the recover of damages suffered as a result thereof, including a reasonable attorney's fees.

6. It is agreed that the grantor shall have full and complete access to 1300 East Street subject only to the restrictions of Draper City.

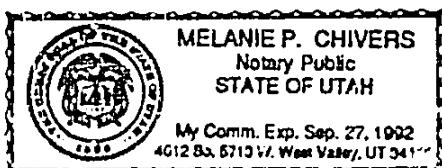
IN WITNESS WHEREOF, The parties have executed this instrument this 2 day of August, 1991.

By: Kent M. Wright
Kent M. Wright

By: Betty A. Wright
Betty A. Wright

STATE OF UTAH)
ss.
County of Salt Lake)

On this 2nd day of August, 1991, personally appeared before me, KENT M. WRIGHT and BETTY A. WRIGHT, who being by me first duly sworn did sign and execute the foregoing instrument.



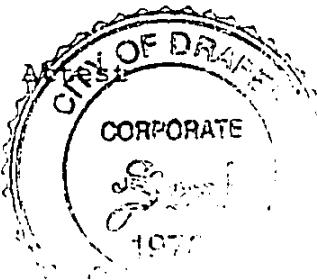
Melanie P. Chivers
Notary Public

Residing in: Salt Lake City, UT
My Commission expires: 9/27/92

By: Charles L. Hoffman
Draper City

Hoffman

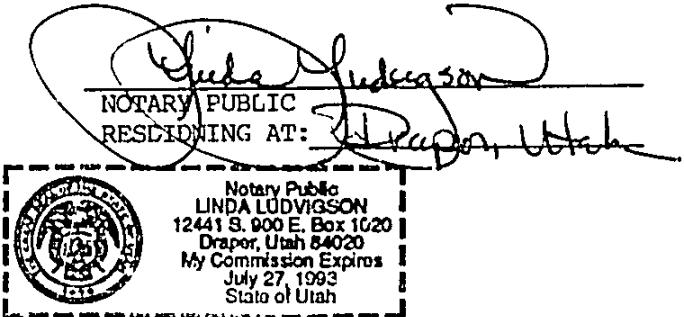
By: Julian L. Kerlitch
City Recorder



STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

ON August 28, 1991, PERSONALLY APPEARED BEFORE ME CHARLES HOFFMAN AND BARBARA L. SADLER WHO BEING BY ME DULY SWEORN, DID SAY THAT THEY ARE THE MAYOR AND CITY RECORDER, RESPECTIVELY, OF SANDY CITY CORPORATION, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND SAID PERSONS ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: July 27, 1993



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