DRAPER UT 84020



23 MARCH 93 11:00 AM
KATIE L DIXON
PECORDER, SALT LAKE COUNTY, UTAH
DEAPAGE TRANSPORTED CO

RIGHT-OF-WAY AND EASEMENT GRANT DRAPAER IRRIGATION CO

, DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

		consideration ation paid to	of On	One	Dollar	(\$1.00)	and	otner	good	and	valuable
			Crossgrove, Etna C.; TR								<del></del>

hereinafter referred to as GRANTOR, by DRAPER IRRIGATION COMPANY, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to lay, maintain, operate, repair, inspect, protect, install, remove and replace pipelines, valves, valve boxes and other distribution structures and appurtenances, hereinafter called FACILITIES, over, across, and through the land of the GRANTOR situated in Salt Lake County, State of Utah, said land being described as follows:

- \* Beginning South 594.45 feet East 1409.67 feet and South 42°32'20", East 312.51 feet along Railroad Right of Way from the Northwest corner of Section 33, T3S, R1E, Salt Lake Base and Meridian; thence North 55°26'40", East 36.55 feet; thence North 25°37'10", West 70 feet more or less; thence North 50 feet more or less; thence East 514.47 feet more or less to West line of canal; thence Southeasterly along said canal 128.8 feet more or less; thence North 89°02'41", West 511.879 feet; thence South 21°24'59", East 108.14 feet; thence South 35°10', East 80.06 feet; thence South 89°55'41", East 481.432 feet; thence North 89°39', East 321.72 feet more or less; thence South 89°39', West 752.7 feet more or less; thence Northwesterly 254.43 feet more or less to the point of beginning less canal. Contains 2.62 acres more or less.
  - \* Property description taken from Salt Lake County Recorder's Tax Record, Jan. 1992.

The perpetual easement shall be 20 feet in width, 10 feet on each side of the centerline of said Facilities, more particularly described as follows, but where actually constructed on the land:

Beginning at a point on a South boundary line of the above described property East 10 feet more or less from the Southwest corner of said property; thence northwesterly parallel to the grantor's west boundary line, being also the easterly boundry of the railroad right of way, 155 feet more or less to a point; Thence north 25°37'10" west, 190 feet more of less to a point on a west boundry of said property.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress

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to and from said right-of-way to maintain, operate, repair, inspect, protect, remove, and replace the same. During temporary periods the GRANTEE may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The GRANTOR shall have the right to use the said premises except for the purposes for which this right-of-way and easement is granted to the GRANTEE provided such use does not interfere with the facilities or any other rights granted to the GRANTEE hereunder.

The GRANTEE hereby agrees to pay damages, restore, or replace in kind, at the GRANTEE's discretion; fences, crops, underground pipes, and other improvements in the event such is damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

The GRANTOR shall not build or construct nor permit to be built or constructed any building or other improvement over, across, or under said right-of-way, nor change the contour thereof without written consent of the GRANTEE. This right-of-way grant shall be binding upon and inure to the banefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any parties securing this grant on behalf of the GRANTEE are without authority to make any representations, covenants, or agreements not herein expressed.

in witness whereof, the GRANTORS day of March	, 19 <u>73</u> .
	-Etne Erosgasse
STATE OF UTAH )	
COUNTY OF Salthalee ; SS.	4
Personally appeared before me on 1993 the signer(s) of the	the 22nd day of March, above instrument, who duly acknowledged to me
that he signer(s) or the	
NOTARY PUBLIC Commission Expired	1 & Michaelsen Notary Public
My coming the pince MCKELSEN	Residing in
1422 East 12900 South Draper, Utah 84020	Page 2 of 2

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