

PLEASE RETURN TO: DRAPER IRRIGATION CO
PO BOX 275
DRAPER UT 84020

JSO

5459741
23 MARCH 93 11:02 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
DRAPER IRRIGATION CO
REC BY: SHARON WEST , DEPUTY

5459741

RIGHT-OF-WAY AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Tunbridge, Anita F. and Dean F.; TRS

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:

- * Lot 1 and 2, Block 40, Draperville. Also Beginning at the Southeast corner of Lot 3, of said block 40; thence North 18 feet; thence West to the railroad right-of-way; thence Southeastly to a point due West from the point of beginning; thence East to the point of beginning. Also a one rod road running East and parallel to the East line of the Union Pacific Railroad right-of-way.

* 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 the East boundry line of lot 1 of the above described property 10 feet north of the Southeast corner of Lot 1; thence West 469.95 feet more or less to the center line of the one rod road; thence Northwesterly following the centerline along the Union Pacific right of Way to a point where it meets the right of way for Utah highway 71.

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 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

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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 benefit 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 have executed this instrument this 5th day of March, 1993.

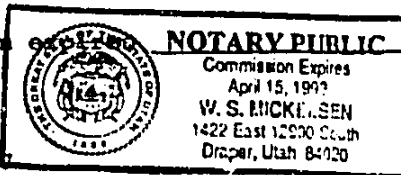
Archie F. Jacobson
Dean F. Turley

STATE OF UTAH)
COUNTY OF Salt Lake) SS.

Personally appeared before me on the 5th day of March, 1993 the signer(s) of the above instrument, who duly acknowledged to me that ~~he~~ ~~she~~ they executed the same.

W. S. Mickelsen Notary Public

My commission expires
D#25
28-29-104-00



Residing in _____

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