

Pickup to
Draper Irrigation Co
P.O. Box 275
Draper, Utah 84020

5738855
02/14/94 2:33 PM 12-00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
DRAPER IRRIGATION COMPANY
REC BY:D KILPACK ,DEPUTY - WI

5738855

RIGHT-OF-WAY AND EASEMENT GRANT

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, FORT DOUGLAS-HIDDEN VALLEY COUNTRY CLUB, hereinafter referred to as GRANTOR, does hereby grant, bargain, sell, transfer and convey jointly and severally unto to DRAPER IRRIGATION COMPANY and DRAPER CITY, hereinafter referred to as GRANTEE, its successors and assigns, a nonexclusive 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 at a point which is the North 4 corner of Section 28, T3S, R1E, SLM; and running thence N 89° 55' 34" East 1540.00 feet more or less; thence South 35 feet; thence S 89° 55' 34" West 1540.00 feet more or less; thence North 35 feet to beginning. (1.24 acres M or L)

TO HAVE AND TO HOLD the same 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 reasonably necessary in connection with construction, maintenance, repair, inspection, removal or replacement of the facilities. The GRANTOR shall have the right to use the described premises, except for uses which would interfere with GRANTEE'S specific use. GRANTEE, by acceptance of this grant of right-of-way and easement acknowledges that GRANTOR and others are occupying and using all or portions of the described right-of-way and that GRANTEE accepts this right-of-way and easement as is and will not interfere with existing uses.

The GRANTEE hereby agrees to pay damages, restore or replace in kind at the GRANTEE'S discretion grass, landscaping, fences, crops, underground pipes, wires and other improvements in the event such is damaged by the construction, operation, 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, the said right-of-way which would interfere with GRANTEE'S use, nor change the contour thereof without written consent of the GRANTEE, which consent shall not be unreasonably withheld. 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 easement on behalf of the GRANTEE are without authority to make any representations, covenants or agreements not herein expressed.

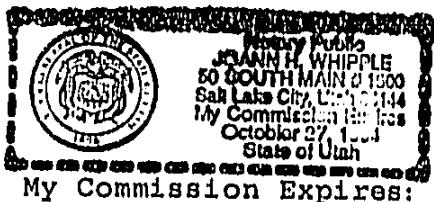
IN WITNESS WHEREOF, the GRANTORS have executed this 15th day of December, 1993.

FORT DOUGLAS-HIDDEN VALLEY COUNTRY CLUB, By:

Larry Nelden
Its President

STATE OF UTAH)
COUNTY OF SALT LAKE) : ss.

The foregoing instrument was acknowledged before me this 15th day of December, 1993, by Larry Nelden, the President of FORT DOUGLAS-HIDDEN VALLEY COUNTRY CLUB, a corporation.



10/27/94

Joann H. Whipple
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

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