

5738856

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

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

Draper Irrigation Company

hereinafter referred to as GRANTOR, DRAPER CITY, hereinafter jointly and severally referred to as GRANTEE, the receipt of which hereby acknowledged the GRANTOR does hereby grant, bargain, sell, transfer, and convey severally unto the GRANTEE, its successors 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 call.' Facilities, over, across, and through the land of the GRANTOR situated in Salt Lake County, State of Utah, said land being described as follows;

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

- * Beginning at a point which is South 8.0 feet and North 89-53'34" East, 1,463.98 from the North 1/4 corner of SEC 28, T3S, R1E, SLM; thence North 42-00'00" East 710 feet, said line also the NW property line for the Draper Irrigation Company property, thence North 89-55'34" East 67.36 feet; thence South 42-00'00" West 90.00 feet; thence South 89-55'34" West 40.42 feet, thence South 42-00'00" West 620 feet, thence South 89-55'34" West 26.94 feet to the point of beginning. (.36 acre, more or less)

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 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.

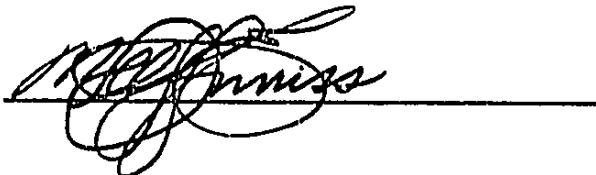
The GRANTEE hereby agrees to pay damages, restore, or replace in kind at the GRANTEE'S discretion; fences, crops, underground pipes, and other improvements in the event such is damaged by the construction, maintenance, repair, replacement, or removal, of the facilities.

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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 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 instrument this 16th, day of December, 1993.



STATE OF UTAH)

COUNTY OF Salt Lake)

Personally appeared before me on the 16th, day of December, 1993. The signer (s) of the above instrument, who duly acknowledge to me that he/she/they executed the same.



NOTARY PUBLIC
W. B. MICKELGEN
1422 East 12900 South
Draper, Utah 84020
My Commission Expires
April 16, 1997

My commission expires STATE OF UTAH



Notary Public

Residing in _____

5738856
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