

When Recorded Return to

DRAPER IRRIGATION COMPANY  
PO BOX 275  
DRAPER UT 84020

Charles & Judy Ahue

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6419702  
08/01/96 3:52 PM 12.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
DRAPER IRRIGATION CO  
REC BY:V ASHBY ,DEPUTY - WI

EASEMENT

A portion of the Southeast Quarter of Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey. For the Water Line from Hansen Lane, Section 570.

For the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR(S) hereby grant, convey, sell, and set over unto the DRAPER IRRIGATION COMPANY,

hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, ins'all, remove and replace water pipe lines, manholes, laterals, and other water collection and transmission structures and facilities, hereinafter called Facilities, insofar as they lie within the property of the GRANTOR(S), said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel of the GRANTOR'S land lying within a strip twenty-five (25) feet wide, said strip extending twenty-five (25) feet South of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at the point of intersection of the West line of the GRANTOR's property, County Parcel No. 28-32-426-036, said point being the Northwest corner of the GRANTOR's property; point also lying South 324.27 feet and West 355.22, more or less, from the East 1/4 Corner of said Section 32; running thence S. 89° 52' 42" E., 111.65 feet to the Northeast corner of GRANTOR's property.

Contains: 0.064 acres (approx. 111.65 l.f.).

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents, and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction periods, GRANTEE and its agents may use such portions of GRANTOR'S property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said Facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible.

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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 30<sup>th</sup> day of JULY, 1996.

Charles Ahue III

CHARLES AHUE III

Judy K. Ahue

JUDY K. AHUE

STATE OF UTAH )  
COUNTY OF Salt Lake ) SS.

Personally appeared before me on the 30<sup>th</sup> day of July, 1996 the signer(s) of the above instrument, who duly acknowledged to me that ~~he~~ ~~she~~ they executed the same.

W. S. Wickelsen Notary Public

My commission expires \_\_\_\_\_ Residing in \_\_\_\_\_

