

8074905

WHEN RECORDED MAIL TO:

Draper City
Attn: City Manager
12441 South 900 East
Draper, UT 84020

8074905
11/29/2001 12:41 PM NO FEE
Book - 8533 Pg - 1868-1870
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER ATTN: MARILYN
12441 S 900 E
DRAPER UT 84020
BY: ZJH, DEPUTY - WI 3 P.
28-28-351-005

Affects Parcel No. 28-28-351-009
28-29-479-002, &

EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor(s) hereby grants, conveys, sells and sets over unto **DRAPER CITY**, a Utah municipal corporation, hereinafter referred to as "Grantee," its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace water pipelines, public utilities, public trail improvements, and other improvements, hereinafter called "Facilities," said right-of-way and easement being situate in Salt Lake County, State of Utah, over and through a parcel of the Grantors' land more particularly described as follows:

Two tracts of land for the purpose of an irrigation easement, being located in the Southwest Quarter of Section 28 and the Southeast Quarter of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 29; thence North 00°16'49" East 1203.73 feet along the east line of said section to the point of beginning; thence North 37°33'36" West 32.82 feet to a northerly boundary of Grantor's land; thence North 65°34'34" East 13.91 feet along said boundary to the Easterly boundary of Grantor's land; thence South 24°25'45" East 17.93 feet along said Easterly boundary to a point on the Westerly boundary of the Draper City parcel, as recorded in Book 8433, page 5046 in the office of the Salt Lake County Recorder (Assessor's parcel no. 28-28-351-005); thence South 24°25'26" East 38.86 feet along said boundary line; thence South 59°32'07" East 38.34 feet along said boundary; thence North 74°13'10" West 25.11 feet; thence North 37°33'36" West 41.06 feet to the point of beginning. (Parcel Nos. 28-28-351-007 and 28-29-479-002)

Also:

Commencing at the Southwest Corner of said Section 28; thence North 00°16'49" East 1193.37 feet along the West line of said section; thence South 89°43'11" East 39.11 feet perpendicular to said section line to a point on the Easterly boundary of the Draper City parcel as recorded in Book 8433, Page 5046 in the office of the Salt Lake County Recorder (Assessor's parcel no. 28-28-351-005), said point also being the

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point of beginning; thence South 74°13'10" East 136.94 feet; thence South 35°34'37" East 129.15 feet; thence South 62°29'24" East 28.72 feet to the East boundary line of Grantor's land; thence South 00°16'49" West 28.12 feet along said East boundary; thence North 62°29'24" West 47.57 feet; thence North 35°34'37" West 126.36 feet; thence North 74°13'10" West 102.09 feet to the Easterly boundary of said Draper City parcel; thence along said boundary and along a non-tangent curve to the right, having a radius of 62.52 feet, whose center bears North 45°32'18" East (chord bears North 34°26'34" West 21.75 feet) for an arc distance of 21.86 feet; thence North 24°25'26" West 14.51 feet along said boundary to the point of beginning. (Parcel No. 28-28-351-007)

Note: The above described easements replace and supersede previously recorded irrigation easements on Parcels 28-28-351-007 and 28-29-479-002.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, with the right of ingress and egress in the Grantee, its officers, employees, 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 the Facilities. During construction periods, Grantee and its contractors may use such portion of the property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the 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. Grantors shall have the right to use the above-described premises except for the purpose for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities or any other rights granted to the Grantee hereunder.

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

It is expressly understood by Grantor and Grantee that the grant of easement set forth herein is for the purpose of providing for the realignment of the Draper Irrigation Canal as it crosses Grantor's property, and is at the request of the Grantor. This grant of easement shall be construed in such a manner as to preserve Grantee's access to and interest in the realigned Canal in the same manner as contemplated in the original easement. If it is determined that such original easement was acquired by prescriptive right, Grantee's interest shall be no less than the rights historically allowed by the owner of the dominant tenement.

