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Return to
Draper Irrigation Co.
12421 S. 800E
Draper UT
84020

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12/04/2006 10:16 AM \$13.00
Book - 9389 Pg - 3459-3460
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DRAPER IRRIGATION CO
1242 S 800 E 1242 S 800E
DRAPER UT 84020
BY: SAM, DEPUTY - WI 2 P.

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
Farnsworth, John O; TR

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:

- * Beginning 660 feet South and North 89° 49' 07" West 69 feet from the Northeast corner of Section 19, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 89° 49' 07" West 714 feet; thence South 28 feet; thence North 89° 49' 07" West 554.78 feet more or less; thence North 0° 04' 40" West 657.58 feet more or less; thence North 88° 59' 20" West 168.98 feet; thence South 0° 04' 40" East 339 feet; thence North 88° 59' 20" West 498.34 feet to the Rail Road right of way; thence South 05° 24' 10" East 1223.83 feet along said right of way; thence East 1831.71 feet to the West line of 700 East street and a point South from the point of beginning; thence North 0° 00' 38" East 872.83 feet to the point of beginning. Containing 44.76 acres more or less.

* Property description taken from Salt Lake County Recorder's Tax Record, Jan. 1993.

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 boundary line of the above described property, said line also being the West right of way line of 7th East street, South 0° 00' 38" West 38 feet more or less from the Northeast corner of said property; thence North 89° 47' 07" West 724 feet more or less to a point; thence North 0° 04' 40" West 667.58 feet more or less to a point on the north boundary line of said property, said line also being the South right of way line of 110th South street.

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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

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~~28-19-226-015~~

part of 28-19-227-006

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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 11th day of January, 19 95.

John O. Farnsworth

STATE OF UTAH)
COUNTY OF Salt Lake) SS.

Personally appeared before me on the 11th day of January, 19 95 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 _____ Residing in _____

