

1634137

BOOK 1582 PAGE 80

Recorded JAN 23 1959 at 2:37 P.M.

Instrument of Clyde & MACHAM

Fee Paid/Noted II J. B.

Recorder, Salt Lake County, Utah

GRANT OF EASEMENT

By Franklin A. Butterfield, Jr. Deputy

NO Fee 35 So STATE S.L.C.

FRANKLIN A. BUTTERFIELD, JR., and LUCY F. BUTTERFIELD, his wife, of Salt

Lake County, Utah, hereby grant and convey to the Salt Lake County Water Conservancy District, a body politic of Salt Lake County, Utah, its successors and assigns, for TEN (\$10.00) DOLLARS and other valuable consideration, the receipt whereof is hereby acknowledged, the temporary and perpetual easement hereinafter described through those portions of grantors' land lying in the Northwest and Southwest Quarters of Section 1, and in the Northeast, Southeast and Southwest Quarters of Section 2, T. 2 S., R. 1 W., S.L.B. & M., traversed by the following described easement:

Temporary easement during construction of the water line and appurtenant structures for construction purposes on, over and across a strip of land 40 feet wide, lying 20 feet on each side and parallel and adjacent to the following described centerline.

Beginning on the West bank of the Jordan River at a point which lies North 2377.7 feet and East 649.2 feet from the Southeast Corner of said Section 2, thence N. 89° 54' W. 17.5 feet; thence on the arc of a 572.96 foot radius curve to the right a distance of 283.33 feet; thence N. 61° 34' W. 742.70 feet; thence on the arc of a 572.96 foot radius curve to the left a distance of 154 feet thence N. 76° 58' W. 162.10 feet; thence on the arc of a 572.96 foot radius curve to the left a distance of 436.50 feet; thence S. 59° 23' W. 1315.57 feet; thence on the arc of a 500.00 foot radius curve to the right a distance of 268.78 feet, to a point which lies South 558.70 feet and East 2841.75 feet; from the West Quarter Corner of said Section 2, thence N. 89° 49' W. 326.83 feet; thence S. 89° 41' W. 1372.10 feet; to a point within the right-of-way of a County road; thence S. 0° 37' W. within said right-of-way 307.05 feet; thence West 1139.55 feet to the West line of said Section 2 at a point 875.12 feet South of the West Quarter Corner of said Section 2.

Permanent easement to construct, reconstruct, operate, repair, replace and maintain the water line and appurtenant structures on, over, across and through a strip of land 20 feet wide, and parallel and adjacent to the above described centerline as indicated below:

(a) 10 feet on each side of the above described centerline across the Northwest and Southwest Quarters of said Section 1 and across the Northeast and Southeast Quarters of said Section 2 to a point South 558.70 feet and East 2841.75 feet from the West Quarter Corner of said Section 2.

(b) 5 feet South and 15 feet North of the above described centerline continuing across the Southeast and Southwest Quarters of said Section 2 to the County Road.

(c) 12.5 feet South and 7.5 feet North of the above described centerline continuing West from the County Road across the West half of the Southwest Quarter of said Section 2.

This easement is granted upon the following terms and conditions and in accepting this grant the Salt Lake County Water Conservancy District perpetually agrees to abide thereby:

- 2 -

1. If after completion of the initial construction damage is again done in repairing or maintaining the line, the owners of said land shall be fully compensated for such damage.

2. The water line trench shall be well compacted and back-filled so as to avoid sinkage over the line.

3. Any ditches cut by the installation will be compacted, back-filled and silted or otherwise prepared so that water can be passed over the water line trench without a loss of water.

4. Any and all damage done to any fences will be fully repaired and the fences will be placed in their existing condition.

5. Upon completion of the installation, the land disturbed by the installation will be graded and refilled as near as may be to its existing condition.

6. The Grantors shall have a limited right to occupy and use the surface of the perpetual easement. They shall not build thereon any permanent structure or building, nor plant trees or shrubs whose root zones would contact or interfere with the pipeline. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, driveways, fences or similar improvements.

7. The sum paid for the granting of this easement is intended to and does compensate the Grantors for damage done incident to the initial construction, but if after the initial construction is completed it is necessary to again excavate in the repair, maintenance or replacement of said line, then owners of said land shall be fully compensated for such damage.

Dated this 16 day of December, 1958.

Franklin A. Butterfield, Jr.
FRANKLIN A. BUTTERFIELD, JR.

Lucy F. Butterfield
LUCY A. BUTTERFIELD, his wife,

1958 DEC 16

- 3 -

The foregoing Grant of Easement and the conditions imposed on the District thereby are hereby accepted by the District which agrees to abide thereby and to comply therewith.



SALT LAKE COUNTY WATER CONSERVANCY DISTRICT

By Robert B. Gilbert
Secretary - Manager

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 16 day of December, 1958, personally appeared before me FRANKLIN A. BUTTERFIELD, JR., and LUCY F. BUTTERFIELD, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.



J. R. Nichol
Notary Public

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 6th day of January, 1959, personally appeared before me HENRY B. HILBERT, who, being by me duly sworn, did say that he is the Secretary of the Salt Lake County Water Conservancy District, that said instrument was signed in behalf of said corporation by authority of a resolution of the Board of Directors, and said Robert B. Gilbert acknowledged to me that said corporation executed the same.

Henry B. Hilbert
Notary Public

