

1000003

BOOK 1591 PAGE 590

Recorded MAR 4 1959 at 9:48 A. M.
Request of Clyde F. Jones
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ No Fee By J. F. Martin's Deputy
Ref. 351 So. State

GRANT OF EASEMENT

ELMER G. JONES, a single man; CLYDE T. JONES and MYRTLE B. JONES, his wife; LOREN E. JONES and ALICE P. JONES, his wife, and FLORENCE J. BIRCH, 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, Township 2 South, Range 1 West, Salt Lake Base and Meridian, 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 parallel and adjacent to the following described centerline, as indicated below:

(a) 20 feet South and 20 feet North, at right angles to the following described centerline, in the Northwest and Southwest Quarters of said Section 1.

(b) 20 feet South and 20 feet North, at right angles to the following described centerline, traversing Westerly across the Northeast and Southeast Quarters of said Section 2, to a point South 562.75 feet and East 2814 feet from the West Quarter Corner of said Section 2.

✓ (3) 30 feet South and 10 feet North of the following described centerline across the West 2814 feet of said Section 2.

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. $89^{\circ} 54'$ 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. $61^{\circ} 34'$ W. 742.70 feet; thence on the arc of a 572.96 foot radius curve to the left a distance of 154.00 feet; thence N. $76^{\circ} 58'$ 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. $59^{\circ} 23'$ W. 1304 feet; more or less; thence on the arc of a 572.96 foot radius curve to the right a distance of 308.00 feet, to a point which lies South 562.75 feet and East 2814.0 feet, more or less, from the West Quarter corner of said Section 2, said point also lying South 10.0 feet from Grantor's North property line; thence

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West, on a line parallel to and South 562.75 feet from the East-West centerline of said Section 2 a distance of 1659 feet; more or less, to a point on the centerline of a County Road; thence North along said centerline 92.4 feet to a point which lies South 470.35 feet from said East-West centerline; thence West, on a line parallel to and South 470.35 feet from said East-West centerline a distance of 1155 feet to a point on the West line of said Section 2.

Perpetual 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, lying 10 feet on each side of and parallel and adjacent to the above described centerline.

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:

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 the 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 17th day of January, 1959.

Elmer G. Jones
ELMER G. JONES

Clyde T. Jones
CLYDE T. JONES

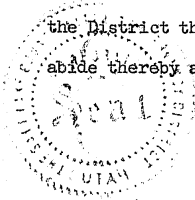
Loren E. Jones
LOREN E. JONES

Myrtle B. Jones
MYRTLE B. JONES, his wife

Alice P. Jones
ALICE P. JONES, his wife

Florence J. Birch
FLORENCE J. BIRCH

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 [Signature]

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 17th day of January, 1959, personally appeared before me ELMER G. JONES, a single man; CLYDE T. JONES and MYRTLE B. JONES, his wife; LOREN E. JONES and ALICE P. JONES, his wife ~~and FLORENCE J. BIRCH~~, signers of the foregoing instrument who duly acknowledged to me that they executed the same.



My Commission expires:
September 13, 1960.

[Signature]
Notary Public, Residing at Murray City, Utah

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 29th day of January, 1959, personally appeared before me ROBERT B. HILBERT, who duly acknowledged to me that he is the Secretary of The Salt Lake County Water Conservancy District, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the said Robert B. Hilbert duly acknowledged to me that said corporation executed the same; that the seal affixed is the seal of said corporation.



Robert B. Hilbert
Notary Public

STATE OF CALIFORNIA)
: ss
COUNTY OF LOS ANGELES)

On the 26 day of January, 1959, personally appeared before me FLORENCE J. BIRCH, one of the Signers of the above and foregoing instrument, who duly acknowledged to me that she executed the same.



Evelyn A. Carlson
NOTARY PUBLIC, Residing at:
Huntington Park, Calif.

My Commission expires:
My Commission Expires Feb. 8, 1960