

1650233

BOOK 1608 PAGE 37

Recorded APR 29 1959 at 9:43 a.m.
 Request of Calvin S. Muehlan
 Fee Paid, Nellie M. Jack,
 Recorder, Salt Lake County, Utah
 \$ 20.00 By J. M. [unclear] Deputy
 Ref. 351 20 State

GRANT OF EASEMENT

ISRAEL C. SWENSON and MABEL L. SWENSON, his wife, of Salt Lake County, State of 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, and 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 154.00 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.

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(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.

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. The District shall construct and Grantors shall maintain a tail ditch across grantors property approximately 3 feet South of the pipe line.

2. The District shall construct a corrugated metal pipe culvert approximately 250 feet West of the Northeast corner of Grantors property which shall surface in the above described tail ditch and exit on the North line of said easement.

3. The District shall have the right to construct and maintain an earth berm approximately three feet wide and one foot high over the pipe line. It is agreed said berm shall be discontinued at such time as grantors property is no longer used as farm land, or other use which requires irrigation, or endangers Districts line by threat of washing out. It is recognized that at a future time grantors may subdivide said land, and that at such time said berm may be graded to level and no further such structure shall be maintained by District.

4. 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.

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

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6. 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.

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

8. 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, except as hereinabove provided.

9. The grantors shall have an unlimited right to occupy and use the surface of the perpetual easement except as hereinabove provided, and except they shall not build thereon any permanent structure or building, nor plant large trees 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.

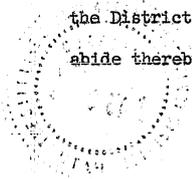
10. The sum paid for the granting of this easement is intended to and does compensate the grantors for damage done incident to the initial construction, but if after completion of the initial construction it is again necessary to excavate in the repair, maintenance or replacement of said line, then owners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

Dated this 21st day of April, 1959.

Israel C. Swenson
Israel C. Swenson

Mabel L. Swenson
Mabel L. Swenson

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]
Sec. - Mgr.

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 21st day of April, 1959,
personally appeared before me ISRAEL C. SWENSON and MABEL L. SWENSON, his
wife, the signers of the foregoing instrument, who duly acknowledged to me
that they executed the same.

Harold E. Wallace
Notary Public

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 2 day of April, 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

