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 Date APR 22 1968 at 2:40 P M MARGUERITE S. BOURNE Recorder Davis County
 BY James R. Bybee Deputy Book 387 Page 382

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RIGHT OF WAY GRANT AND AGREEMENT

This Right of Way Grant and Agreement made and executed this 17 day of Sept, A. D. 1966, by and between ROBERT F. WALL and ANNABELL H. WALL, his wife, of the State of Illinois, hereinafter referred to as First Party and KAYS CREEK IRRIGATION COMPANY, a Utah corporation, with its principal place of business at Layton, Davis County, Utah, hereinafter referred to as Second Party;

WITNESSETH:

1. For the consideration hereinafter mentioned First Party hereby conveys and warrants to Second Party a perpetual right of way and easement for the purpose of digging a trench and/or making a fill along said right of way, to lay, construct, maintain, operate, repair, remove or replace a water pipeline therein for the transportation of water under pressure over and across First Party's land and premises in Davis County, Utah, particularly described as follows, to-wit:

A strip of land lying 5 feet on each side of, adjacent and parallel to the following described centerline:

Beginning at a point on the East line of Grantor's property which is 265.0 feet South and 171.5 feet East of the West Quarter corner of Section 13, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 69°45' West 79.0 feet to the Grantor's West line.

Also, beginning at a point on the Grantor's East line which is 2868.3 feet South and 59.9 feet West of the Northwest corner of said Section 13; thence North 89°40' West 72.6 feet to a point on the Grantor's North line.

Together with a temporary easement during installation and construction of the pipeline for construction purposes over and across a strip of land 12 feet on each side of and parallel and adjacent to the centerline hereabove described.

To have and to hold the same unto Kays Creek Irrigation Company, with the right of ingress and egress to and from and along the said right of way and easement, to maintain, operate, repair, remove or replace said water pipeline.

2. That for and in consideration of the granting of this right of way and easement Second Party has this date paid to First Party the sum of Twenty-five (\$25.00) Dollars, receipt of which is hereby acknowledged, and the Second Party agrees to pay to First Party the additional sum of Nine Hundred Seventy-five (\$975.00) Dollars on or before the 1st day of December, A. D. 1967, together with interest at the rate of 6 percent per annum on the unpaid balance.

WITNESS the hands of the parties hereto the day and year first above written.

HESS, PALMER & VAN WAGENEN
ATTORNEYS AND COUNSELORS AT LAW
40. SOUTH 125 EAST
CLEARFIELD, UTAH 84015
PHONE 825-2225

Robert F. Wall
Robert F. Wall

Annabell H. Wall
Annabell H. Wall

KAYS CREEK IRRIGATION COMPANY,
a Utah corporation

[Signature]
President

ATTEST:

[Signature]
Clerk



STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 14 day of July, A. D. 1966, personally appeared before me ROBERT F. WALL and ANNABELL H. WALL, his wife,

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~~two of the signers of the foregoing instrument, who duly acknowledged to me that they executed the same; and that on the same date personally appeared before me CLYDE B. ADAMS and RICHARD COOK, the President and Secretary of Kays Creek Irrigation Company, who being first duly sworn, depose and say that they executed the foregoing agreement by authority of a Resolution of the Board of Directors of said Company and that they further duly acknowledged to me that said corporation executed the same.~~

Dorothy C. Wall
Notary Public
Residing at:
Rt #2 East Layton, Utah

My commission expires:

9 Feb. 1970

Hess, Palmer & Van Wagenen
Attorneys and Counselors at Law
40 South 125 East
Clearfield, Utah 84015
Phone 625-2225