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SDW

Recorded as required of
Date DEC 9 1958

County of Salt Lake State of Utah
Book 176 Page 622

197122

GRANT OF EASEMENT

Peter C. Jensen and

his wife, Grantors, of Davis County, State of Utah, hereby grant and convey to the SOUTH DAVIS COUNTY WATER IMPROVEMENT DISTRICT, Grantee, its successors and assigns, a certain perpetual and temporary easement hereinafter described. The easement conveyed hereunder is granted by Grantors in consideration for installation by the Grantee of an irrigation system under pressure to serve certain land owned by Grantors, and for the further consideration of One (\$100) Dollar, and other good and valuable consideration, payment and receipt of which is hereby acknowledged.

The easement hereby granted consists of a 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 10 feet wide, lying 5 feet on each side of and parallel and adjacent to the below described centerline, and a temporary initial construction easement to be on, over, across and through a strip of land 30 feet wide, lying 15 feet on each side and parallel and adjacent to the below described centerline.

The easement referred to above and granted hereby lies in those portions of Grantors' land situated in the Southwest and North Quarters of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and said easement traverses said land in the following manner:

CENTERLINE DESCRIPTION (4-8)

A part of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at a point North 69° 44' West 58.75 feet from the Southeast corner of the John M. and Verlan Ridges property in the Southwest 1/4 of the Southwest 1/4 of said Section 1; thence South 22° 50' West 221 feet; thence North 69° 44' West 128 feet ± to a point which is South 22° 50' West 5 feet from the Northeast corner of the E. K. Wheelwright property;

Also beginning at a point North 560 feet and East 699 feet from the Southwest corner of said section 1; thence South 22° 46' West along the Lower Bonneville Canal right-of-way to the Northeast corner of the Jackson Cargess property which is on the Northeast corner of the intersection of Highway 91 and Cudahy Lane (7600 South).

Also beginning at a point North 560 feet and East 699 feet from the Southwest corner of said Section 1; thence North 19° 23' East 200 feet; thence North 10° 47' East 202 feet; said line running within the right-of-way of the Lower Bonneville Canal.

Also beginning at a point which is North 493.5 feet and East 883 feet from the Southwest corner of said Section 1; thence North 22° 50' East 66 feet; thence North 69° 44' West 200 feet ± to the right-of-way of the Lower Bonneville Canal.

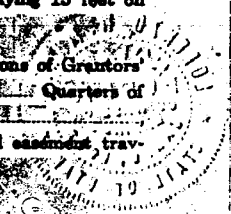
Also beginning at a point which is North 69° 02' West 12 feet from the Southeast corner of Lot 2, Odell Acres; thence North 22° 40' East 187.21 feet to the South line of Odell Lane (7400 South)

Also beginning at a point South 14 feet and West 5 feet from the Northeast corner of Lot 3, Seonberg Subdivision; thence North 0° 05' West 19 feet ±; thence South 89° 58' West 77.5 feet.

Also beginning at a point 5 feet East of the Southwest corner of Lot 16, Block 7, Irfred Park Subdivision; thence North 0° 20' 20" West 183 feet; thence South 89° West 115 feet.

Also beginning at a point South 89° 55' East 5 feet from the Northeast corner of Lot 10, Valley Side Subdivision; thence North 301 feet ±.

Checked
Indexed
Entered
On Margin
Compared



- Grantor, in accepting this grant, agrees to abide by the following terms and conditions:
1. 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.
 2. Any and all damage done to any fences will be fully repaired and the fences will be placed in their existing condition.
 3. Any and all damage to crops, trees and shrubbery by reason of use of said easement will be reasonably adjusted or restored to their existing condition.
 4. 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.

Dated this 9 day of May, 1959.

[Signature]
Grantor

[Signature]
Grantor's wife

The foregoing Grant of Easement and the conditions thereby imposed on the District as Grantee are hereby accepted by the District, and the District agrees to comply with said conditions.

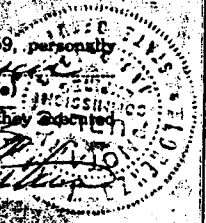
SOUTH DAVIS COUNTY WATER IMPROVEMENT DISTRICT

By [Signature]
Chairman

STATE OF UTAH }
COUNTY OF DAVIS }

On the 9 day of May, 1959, personally appeared before me [Signature] and [Signature] (Grantor) and [Signature] (Grantor's wife) the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

[Signature]
Notary Public



STATE OF UTAH }
COUNTY OF DAVIS }

On the 20 day of November, 1959, personally appeared before me, P. KNUTE PETERSON, who duly acknowledged to me that he is the Chairman of the SOUTH DAVIS COUNTY WATER IMPROVEMENT 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 P. KNUTE PETERSON duly acknowledged to me that said corporation executed the same; and the seal affixed is the seal of said corporation.

[Signature]
Notary Public

