2047439

Recorded DF.C 11 1964 at 229 m.
Request of Harman 114 and Chase
Fee Paid HAZEL TAMAN CHASE
Recorder, Salt Lake Gounty, Utah
L.C. By January Chase Deputy
Ref, Mapen, Utah

## GRANT OF EASEMENT

MAURICE C. ANDERSON and VESTA E. ANDERSON, his wife, Grantors, hereby grant and convey to DRAPER IRRIGATION COMPANY, a Utah corporation, Grantee, its successors and assigns, a certain perpetual and temporary easement hereinafter described. The easement contained herein is granted by Grantor in consideration of \$150.00 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, maintain, and inspect a 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 below described center line; and a temporary initial construction easement to be on, over, across and through a strip of land 40 feet wide lying 20 feet on each side of and parallel and adjacent to the below described center line.

The easement referred to above and granted hereby lies in those portions of Grantors' land situated in Sections 14 and 23,

Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said easement traverses said land in the following manner:

## Center Line Description

Beginning at a point lying North 212.20 feet and West 1248.61 feet, more or less, from the Southeast corner of Section 14, and running thence South 59°14'50" West 415 feet, more or less to the South line of Section 14 and the North line of Section 23, which said point is West 1605.25 feet from the Northeast corner of Section 23, and continuing thence South 59°14'50" West 1185.28 feet; thence South 23°31'50" West 557.98 feet; thence South 39°38'50" West 353.89 feet; thence 153.68 feet along the arc of a 300 foot radius curve to the right; thence South 68°59'50" West 886.65 feet;

thence South 38°52'50" West 2001.7 feet more or less to the West line of said Section 23.

Grantee, in accepting this grant, agrees to abide by the following terms and conditions:

- 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.
- Any and all damage done to any fences will be fully repaired and the fences will be placed in their existing condition.
- 3. 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 13th day of April, 1964,

Manuel Indusor

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

By Richard Carlguing

President

Secretary

STATE OF UTAH ) : ss
COUNTY OF SALT LAKE )

On the 13th day of April , 1964, personally appeared

before me Maurice C. Anderson and Vesta E. Anderson, his wife, the signers of the foregoing instrument, who duly acknowledged

to me that they executed the same.

PUBLIC E Residing at Salt Lake City, Utah K Commission expires: STATE OF UTAH COUNTY OF SALT LAKE ) on the 30th day of March appeared before me who duly acknowledged to me that they are the President and Secretary, respectively, of the Draper Irrigation Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board Kichard Earlquist of Directors, and the said \_ duly acknowledged to me that said corporation executed the same; and the seal affixed is the seal of said corporation. sion expires: