

Date JUL 2 5 1960

2 35 P.M. EMILY T. ELDREDGE

Fee Paid 700 fee

By Jerald Anderson Deputy Book 191

Recorder J. W. Crum

206051

GRANT OF EASEMENT

ICHIRO Ichira

and Masayo Die

Val Verda Lot 34 Plat B D01

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 (\$1.00) 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 N.W. Quarter of Section 6, Township 1 N, Range 1 E, Salt Lake Base and Meridian, and said easement traverses said land in the following manner:

CENTERLINE DESCRIPTION (2.3)

A part of Northwest 1/4 of Section 6, Township 1 North, Range 1 East, Salt Lake Base and Meridian.

Beginning at a point 5 feet South from the Northeast corner of Lot 12, Block 1, Val Verda Plat "A", and running thence West 1300 feet to a point South 400 feet West 6158 feet from the Northwest corner of Lot 3, Block 1, Val Verda Plat "A".

Also beginning at a point 5 feet West from the Northeast corner of Lot 3, Block 1, Val Verda Plat "A" and running thence South Westerly along the canal right-of-way 200 feet to a point on the North line of Lot 1, Val Verda Plat "A".

Also beginning at a point East 5 feet from the Southwest corner of Lot 13, Val Vista, and running thence North 95 feet to

Also beginning at a point East 5 feet from the Northwest corner of Lot 12, Block 1, Val Verda, and running thence South 720 feet; thence West 1463 feet; thence South 137 feet West 322 feet along the West side of a canal.

Also beginning at a point West 5 feet from the Northeast corner of Lot 20, Block 1, Woodland Subdivision No. 2, and running thence South 585 feet to a point East 6 feet from the Southeast corner of Lot 2, Block 9, Woodland Subdivision No. 2.

Also beginning at a point North 5 feet from the Southeast corner Lot 10, Block 8, Woodland Subdivision No. 2, and running thence West 525 feet to a point North 5 feet from the Southwest corner Lot 4, Block 10, Woodland Subdivision No. 2.

Also beginning at a point East 5 feet from the Northeast corner of Lot 3, Block 1, Woodland Subdivision No. 2, and thence South 90 feet to

Also beginning at a point East 5 feet from the Northeast corner of Lot 10, Block 11, Woodland Subdivision No. 2, and running thence South 135 feet; thence East 16 feet; thence South 370 feet; thence West 33 feet; thence South 140 feet to a point West 5 feet and South 5 feet from the Southeast corner of Lot 2, Block 7, Woodland Subdivision No. 2; thence West 606 feet to a point South 5 feet from the Northwest corner Lot 10, Block 7, Woodland Subdivision No. 2.

Platted  Abstracted  On Margin  Indexed  Entered

Grantee, 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<sup>th</sup> day of July, 1959.

*Shirley Lee*  
Grantor

*Mary Lee*  
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 } ss.

On the 9 day of July, 1959, personally appeared before me *Shirley Lee* and *Mary Lee*  
(Grantor) (Grantor's wife)

the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

*Van L. Snow*  
Notary Public

STATE OF UTAH }  
COUNTY OF DAVIS } ss.

On the 18 day of July, 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