

257421 GRANT OF EASEMENT

184-1-17-10

WOODS CROSS REALTY & INS. CO.

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 referred to above and granted hereby lies in those portions of Grantors' land situated in the NE  $\frac{1}{4}$  Section 1, Township 1N, Range 1 W, Salt Lake Base and Meridian, and said easement traverses said land in the following manner:

Beg. at the SW corner of grantors' property at a point which is east 874.00 ft. and N 14°07'15"E 332.28 ft. from the SW corner of the NE  $\frac{1}{4}$  of section 1, T 1N, R 1W, SLB&M; and running thence east 78.00 ft.; thence N 14°07'15"E 10.31 ft.; thence west 78.00 ft.; thence S 14°07'15"W 10.31 ft. to the point of beginning.

Consisting of a perpetual easement 10 ft. in width for the construction, operation, maintenance, and reconstruction of a water line over the south  $\frac{1}{2}$  of the property, together with a temporary easement for the initial construction 10 ft. in width, lying north of and adjacent to the perpetual easement.

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.

Abstracted  
 Indexed  
 Entered  
 Platted  
 On Margin  
 Compared

Dated this 31 day of July, 1962.

WOODS CROSS REALTY & INS. CO.

Grantor  
By R. J. Schluter  
Grantor's wife Pres.

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

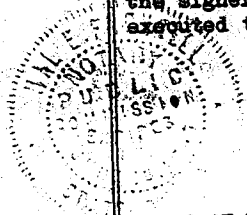
By Vern L. Snow  
Chairman

STATE OF UTAH }  
COUNTY OF DAVIS } ss.

On the 31 day of July, 1962, personally appeared  
before me R. N. Schubert Woods Cross Realty & Ins. Co.  
(Grantor) (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 } ss.

On the 31 day of July, 1962, personally appeared before  
me, VAN L. SNOW, 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 VAN L. SNOW duly acknowledged to me  
that said corporation executed the same; and the seal affixed in the seal of  
said corporation.

[Signature]  
Notary Public

