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STATE OF UTAH
 COUNTY OF WEBER } SS
 FILED AND RECORDED FOR
 WILLIAM H. CAMPBELL
 JUN 19 2 02 PM '56
 IN BOOK 516 OF RECORDS
 PAGE 587
 DOROTHY B. CAMPBELL
 COUNTY RECORDER
Oliver H. Johnson

AGREEMENT AND DEED OF EASEMENT

WHEREAS, Weber Basin Water Conservancy District, a conservancy District of the State of Utah, desires to obtain an easement to lay, construct, re-construct, operate and maintain an underground water pipeline or pipelines and appurtenant structures, on, over and through certain lands in Weber County, Utah, as follows:

Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian,

which easement is more particularly hereinafter described, and

WHEREAS, Grantor is the owner of certain lands in said Section 12, Township 5 North, Range 2 West, S. L. B. & M., traversed by the said easement, and is willing to grant and convey the same to Weber Basin Water Conservancy District for the considerations hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of \$400.00, to the Grantor paid by the Grantee, receipt of which is hereby acknowledged, Bamberger Railroad Company, a corporation, successor in interest to Bamberger Electric Railroad Company at one time known as Salt Lake and Ogden Railway Company, Grantor, of Salt Lake County, Utah, hereby grants and conveys to Weber Basin Water Conservancy District, its successors and assigns, the temporary and perpetual easements hereinafter described, on, over, across and through those portions of grantor's land lying in Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, traversed thereby:

Temporary easement during the construction of the pipeline and appurtenant structures above referred to for construction purposes on, over and across a

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strip of land 40 feet wide, lying 20 feet on each side of and parallel and adjacent to the following described center line:

Beginning at a point on the Northerly right-of-way line of 4400 South Street, said point being West 337 feet and South 286 feet, more or less, from the East Quarter corner of said Section 12, thence North $0^{\circ} 01' 30''$ East 237 feet, more or less; thence on the arc of a 572.96 foot radius curve to the left, a distance of 96.00 feet; thence north $9^{\circ} 34' 30''$ West 144.01 feet; thence North $7^{\circ} 21' 30''$ West 113.90 feet; thence on the arc of a 2864.79 foot radius curve to the right, a distance of 391.67 feet; thence North $0^{\circ} 28' 30''$ East 111.59 feet; thence on the arc of an 1145.92 foot radius curve to the right, a distance of 310.00 feet; thence North $15^{\circ} 58' 30''$ East 79.86 feet; thence North $31^{\circ} 49' 30''$ West 70.00 feet; thence North $21^{\circ} 05' 30''$ East 185.30 feet; thence on the arc of a 2864.79 foot radius curve to the right, a distance of 281.3 feet, more or less, to a point on the North line of said Section 12, said point being West 351.5 feet, more or less, from the Northeast corner of said Section 12.

Perpetual easement to construct, reconstruct, operate, repair, replace and maintain the pipeline and appurtenant structures above referred to, including access thereto, on, over, across and through a strip of land 20 feet wide, lying 10 feet on each side, adjacent and parallel to the above described center line.

The foregoing temporary and perpetual easements shall cover that part of the property described in the above easement which passes through or over property owned by grantor lying Southeasterly from the Easterly property line of Bamberger Railroad Company right-of-way and which is used in connection with the construction of such pipeline and appurtenant structures.

Grantor's earth fills upon and over which its railroad tracks are constructed and operated are in part located on the land of grantor over which this easement is granted. There is located along the tow of the slope of such fill a concrete retaining wall, and in construction and installing grantee's

proposed pipeline, it will be necessary for grantee to traverse such fill and possibly such retaining wall.

In further consideration of the grant of such easements, grantee hereby covenants and agrees to indemnify and save harmless grantor from and against all claims or causes of action, for injury to or death of any person, or damage to grantor's property, including property of others in its custody and control, arising out of any work performed or to be performed by or through grantee or its contractor on said premises. All work or expense incurred by grantee in the performance of said work and in protecting against such damage shall be by and at the expense of the grantee.

Grantor shall, subject to Grantee's rights as herein granted, have the right fully to enjoy and use the premises burdened by said easements, but grantor, its successors or assigns, shall not erect any permanent buildings or structures upon the lands comprising the perpetual easement without grantee's consent in writing.

WITNESS the hand of the grantor, this 4th day of June, 1956

Allen T. Shady
Grantor

BAMBERGER RAILROAD COMPANY
successor in interest to Bamberger
Electric Railroad Company at one time
known as Salt Lake & Ogden Railway
Company

by *Allen T. Shady*

WEBER BASIN WATER CONSERVANCY DISTRICT

by *E. J. Fjeldsted*

E. J. Fjeldsted
Manager-Secretary

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On the 13 day of June, 1956, personally appeared before me J. J. [Signature] and Albert [Signature], who being by me duly sworn did say that they are the President and Secretary, respectively, of Bamberger Railroad Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. J. [Signature] and Albert [Signature], and each of them acknowledged to me that said corporation executed the same.

[Signature]
Notary Public
Residing at

My commission expires:
4/30/59

STATE OF UTAH)
COUNTY OF WEBER) ss

On the 4th day of June, 1956, personally appeared before me E. J. FJELDSTED, who being by me duly sworn did say that he is the Manager-Secretary of Weber Basin Water Conservancy District, Utah, and that the foregoing instrument was signed in behalf of said water conservancy district by authority of a resolution of its board of directors, and said E. J. FJELDSTED acknowledged to me that said district executed the same.

[Signature]
Notary Public
Residing at Ogden, Utah
My commission expires June 15, 1959