

GRANT OF EASEMENT

303573

RECORDED AT THE REQUEST OF Lincoln Land Acquisition
DATE 1-30-74 TIME 1:20 BOOK 17 PAGE 876
OR RECORDS 280
IDA J. LOMIS, TOOELE COUNTY RECORDER
Tooele County Recorder

Tage Nyman

Grantor(s) of Tooele County, State of Utah, hereby grant and convey to Lincoln Land Acquisition Company, 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 a culinary waterline from which a limited supply of water will be available 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 50 feet wide, lying 25 feet on each side and parallel and adjacent to the below described centerline, or the portion thereof on the Grantor's property.

The easement referred to above and granted hereby lies in those portions of Grantors' land situated in the SE and -- Quarters of Section 3, Township 2S, Range 4W, Salt Lake Base and Meridian, and said easement traverses said land in the following manner: Beginning at the south line of grantor's property at a point 5 ft easterly from the southeast R/W of State Highway, S.R. 40, which point is further described as 408 ft, more or less, east of the NW Cor NE $\frac{1}{4}$ Sec 10, T2S, R4W, SLB&M; running thence northerly along said Highway 40 parallel to and 5 ft from the easterly R/W of Highway 40 a distance of 705 ft, more or less, to grantor's north property line.

This Grant of Easement is given subject to 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 24 day of APRIL, 1972.

Tage M. Nyman
Grantor(s)
A. Viola Nyman

STATE OF UTAH
COUNTY OF TOOELE

On the 24 day of April, 1972, personally appeared before me Tage and A. Viola Nyman the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Frieda J. Tife
Notary Public

Residing at 2180 E. 27th St.
My Commission expires Jan 31 1975

