

over and through that certain parcel of land owned by said grantor and situate in Davis County, State of Utah, and described as follows, to wit:

The South half of Lot 16 of Section 35, Township 2 North, Range 1 West, S.L.M.  
(Local Survey).

And we further give and grant to said District, it's Agents or Employees right to go over and upon said property outside of said permanent easement when in the judgment of the Board of Directors of said District it shall be deemed necessary, to repair and maintain said canal or to manage and control water to be conveyed therein. It being understood that said District will pay all and any damage or injury to any and all crops growing upon said property outside of said permanent easement occasioned by said District, it's Agents or Employees in the exercise of the right hereby granted.

IN WITNESS WHEREOF, the grantor have hereunto set their hands the day and year first above written.

Signed in the presence of:

Hyrum B. Parkin.

Seth C. Jones.

Millesant P. Parkin.

State of Utah )  
ss  
County of Davis )

On this 9th day of May, 1921, personally appeared before me Hyrum B. Parkins and Millesant P. Parkin, signer of the foregoing instrument, who duly acknowledged to me that they executed the same.



Seth C. Jones,

Notary Public.

My commission expires on the 23 day of March, 1925.

Recorded November 21, 1921 at 12:10 P.M. Abstracted 6-72-210

G-138

*Edward Brown*, County Recorder.

No. 33395

GRANT OF RIGHT OF WAY.

THIS INDENTURE, made this 4th day of April, 1921, by and between Elizabeth T. Parkins, of Woods Cross, hereinafter called grantor, and the Bonneville Irrigation District, a body corporate and politic, hereinafter called irrigation district, WITNESSETH:

WHEREAS, said irrigation district is constructing a system for the irrigation of lands lying within said irrigation district, and it is necessary to construct a permanent distributing canal, known as the lower canal to extend over a parcel of land hereinafter described, and belonging to said grantor, and said irrigation district will require a permanent and perpetual right of way for said canal, and it will be necessary in the construction, maintenance, operation and protection of said canal and for the management, control, and distribution of the waters to be conveyed therein, that said irrigation district have a perpetual right of way of the width of 20 feet, that is to say, 10 feet on each side of the center line of said canal, through and over the land of said grantor, together with the right to the officers, agents and employes of said irrigation district to have unrestricted access to and the right to pass along and over said strip of land to a distance of 10 feet on either side of the center line of said canal, for the pur-

pose of constructing, maintaining, operating, repairing and protecting the same, and in doing all things on said canal, and on each side thereof, necessary to properly manage, control, convey and distribute the water to be conveyed therein;

NOW THEREFORE, in consideration of the premises and of payment to the said grantor, by the said irrigation district, of the sum of \$75.00/100, receipt whereof is hereby acknowledged, the said grantor, hereby give, grant, bargain, sell and convey unto the said irrigation district, its successors and assigns forever, a permanent and perpetual easement and right of way 20 feet in width, as aforesaid, over and through that certain parcel of land owned by said grantor and situate in Davis County, State of Utah, and described as follows, to wit:

Lot 12 of Section 36, Township 2 North, Range 1 West, SLM, (Local Survey).

And she further give and grant to said District, its Agents or Employees right to go over and upon said property outside of said permanent easement when in the judgment of the Board of Directors of said District it shall be deemed necessary, to repair and maintain said canal or to manage and control water to be conveyed therein. It being understood that said District will pay all and any damage or injury to any and all crops growing upon said property outside of said permanent easement occasioned by said District, its Agents or Employees in the exercise of the right hereby granted.

IN WITNESS WHEREOF, the grantor has hereunto set her hand the day and year first above written.

Signed in the presence of: Elizabeth T. Parkin.

Seth C. Jones.

State of Utah )  
ss  
County of Davis )

On this 4th day of April, 1921, personally appeared before me Elizabeth T. Parkin, signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



Seth C. Jones,  
Notary Public.

My commission expires on the 23 day of March, 1925.

Recorded November 21, 1921 at 12:15 P.M. Abstracted E-72-2, o -

G-139

Hueda S. Brown. County Recorder.

No. 32396

GRANT OF RIGHT OF WAY.

THIS INDENTURE, made this 4th day of April, 1921, by and between Mary A. Perkins, of Woods Cross, hereinafter called grantor, and the Bonneville Irrigation District, a body corporate and politic, hereinafter called irrigation district, WITNESSETH:

WHEREAS, said irrigation district is constructing a system for the irrigation of lands lying within said irrigation district, and it is necessary to construct a permanent distributing canal, known as the lower canal to extend over a parcel of land hereinafter described, and belonging to said grantor, and said irrigation district will require a permanent and perpetual right of way for said canal, and it will be necessary in the construction, maintenance, operation and protection of said canal and for the management, control and distribution of the waters to be