Improvement District 9115 South 700 East Sandy; Utah 84070

Sandy Suburban

EASEMENT

5789286
04/08/94 09:28 AM**NO FEE**
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SANDY SUBURBAN IMPRV DIST
REC BY:B GRAY , DEPUTY - WI

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS' hereby grant, convey, sell and set over unto the Sandy Suburban Improvement District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, that portion of a perpetual right-of-way and easement lying within the GRANTORS' land to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called FACILITIES, said perpetual right-of-way and easement being situated in Salt Lake County, State of Utah over and through the following portion of the GRANTORS' land:

Beginning 10 feet East of the West property line of Grantors' property, said point bearing South 89° 45' 37" West, 2,398.61 feet from the East Quarter Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 00° 14' 25" East parallel to and 10 feet East of said property line 431.63 feet; thence North 11° 01' 43" East, 278.14 feet to an existing sewer manhole.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such facility shall be maintained, with the right of ingress and egress in said GRANTEE, its officers, employees, agents and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said During construction periods, GRANTEE and its agents may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said FACILITIES. The Contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS' shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through said FACILITIES.

GRANTORS' shall not build or construct or permit to be built or constructed any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTORS' and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

| IN WITNESS WHEREOF, the Gand easement, this | GRANTORS' have executed this right-of-way day of Musica, |
|---|--|
| STATE OF UTAH) :ss. COUNTY OF SALT LAKE) | |
| On the 22 day of appeared before me will me duly sworn, did say (sof Education corporation behalf of said corporation me that said corporation. | s)he is the President of the Board ration and that the foregoing was signed poration by authority of its Board of acknowledged |
| BARBARA ALLRED NOTARY PUBLIC - STATE OF UTAH 1029 EASTRIDGE ROAD 9ANDY, UTAH 84094 COMM. EXPIRES 31-06-98 | Notary Public Residing in Salt Lake County |
| My Commission Expires San le, 1996 | |

BK6914P60399