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WHEN RECORDED MAIL COPY TO:
White City Water Improvement District
999 East Galena Drive
Sandy, Utah 84094

7990043
08/31/2001 08:58 AM NO FEE
Book - 8495 Pg - 2271-2273
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WHITE CITY WATER IMP DISTRICT
999 E GALENA DR
SANDY UT 84094
BY: ZJM, DEPUTY - MA 3 P.

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to
BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT

hereinafter referred to as GRANTOR, by WHITE CITY WATER IMPROVEMENT DISTRICT, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a construction easement and a perpetual easement as hereinafter described over, across, under and through land of the GRANTOR situated in SALT LAKE COUNTY, State of UTAH more particularly described as follows:

Impacted Property Edgemont Elementary School

(28-08-253-0023)

COMMENCING 124 RODS WEST FROM THE EAST ¼ CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE WEST 371.25 FEET; THENCE NORTH 756 FEET; THENCE EAST 371.25 FEET; THENCE SOUTH 756 FEET TO THE POINT OF BEGINNING. LESS CANAL.

(28-08-253-0024)

BEGINNING N 89°45'35"W 1447.35 FEET FROM THE EAST ¼ CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE N00°17'52"W 364.98; THENCE N00°51'18"E 385.02 FEET; THENCE S89°45'22"E 122.25 FEET; THENCE N00°51'18"E 6.00 FEET; THENCE N89°45'35"W 726.00 FEET; THENCE S00°17'52"E 756.00 FEET; THENCE S 89°45'35"E 596.00 FEET TO THE POINT OF BEGINNING.

The easements may partially or completely lie within GRANTOR's property. The construction easement shall be 30 feet in width granted for the time of original installation of the facilities hereinafter described, 15 feet on each side of the centerline of said facilities. The perpetual easement shall be 20 feet in width, 10 feet on each side of the centerline of said facilities. The centerline of easements is described as follows but may be adjusted to reflect where facilities are actually constructed on the land.

Description of Easement

ALIGNMENT

Commencing at a point 222.75 feet S 89°45'35" E and 40.00 feet N 00°17'52" W from the Center of Section 8, Township 3, South, Range 1 East, Salt Lake Meridian and running thence S 89°45'35" E 476.49 feet to the Point of Ending.

TO HAVE AND TO HOLD the same unto the GRANTEE, the easement as follows:

A construction easement with the right to install and inspect pipelines, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement; and

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A perpetual easement with the right to inspect, maintain, operate, repair, protect, remove and replace pipelines, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement.

So long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way for the purpose described in the construction and perpetual easements. During temporary periods, the GRANTEE 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, maintenance, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

GRANTEE as a condition to the granting of the easements shall pay damages, restore or replace in kind, at the GRANTOR's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

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

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 21st

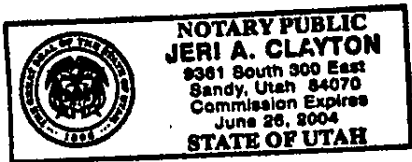
day of August, 192001.

Ralph J. Haws
GRANTOR

STATE OF UTAH
: SS.
COUNTY OF SALT LAKE

On the 21st day of August, 2001, personally appeared before me RALPH J. HAWS, PRESIDENT OF THE JORDAN SCHOOL DISTRICT BOARD OF EDUCATION, the signers of the foregoing instrument, who duly acknowledged to

me that they executed the same on behalf of the Jordan School District and who further acknowledged and swore to me that they were duly authorized under the law to do so.



Jeri A. Clayton
NOTARY PUBLIC

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Edgemont Elementary School

