

7122521  
10/16/98 4:41 PM 13.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: R JORDAN , DEPUTY - WI

When Recorded Return To:  
Draper City Recorder  
12441 South 900 East  
Draper, Utah 84020

Grantee's Address:  
City of Draper  
12441 South 900 East  
Draper, Utah 84020

## EASEMENT

FOR THE monies payable to Grantors in a Settlement Agreement executed simultaneously with this Deed, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, TRAVERSE RANCH, LLC, as Grantor, grants, conveys and sells to DRAPER CITY, a Utah municipal corporation, as Grantee, its successors and assigns, a perpetual right-of-way and easement to install, maintain, repair, inspect, and protect drainage lines, sewer lines, water lines, and other public utilities located in the areas more particularly described as:

### Area No. 1:

Beginning at the Northwest Corner of Section 18, Township 4 South, Range 1 East, Salt Lake Base & Meridian; and running thence North 89°51'23" East 1023.00 feet along the north section line of said section; thence South 45°06'23" West 42.613 feet; thence South 89°51'23" West 992.994 feet; thence North 00°21'24" East 30.001 feet to the point of beginning; and

### Area No. 2:

Beginning at the Northwest Corner of Section 18, Township 4 South, Range 1 East, Salt Lake Base & Meridian; and running thence North 89°51'23" East 30.006 feet along the north section line of said section; thence South 00°21'24" West 992.999 feet; thence South 45°06'23" West 42.613 feet; thence North 00°21'24" East 1023.00 feet to the point of beginning;

TO HAVE AND TO HOLD the same by the Grantee, its successors and assigns, with right of ingress and egress in the Grantee, its officers, employees, agents, contractors and assigns to enter upon the property to install, maintain, operate, repair, inspect, and protect drainage lines, sewer lines, water lines and other public utility facilities. During installation, repair, or maintenance, Grantee and its contractors may use such portions of properties along or adjacent to the easement lands as may be reasonably necessary in connection with installation, repair, or maintenance. Grantee shall restore the easement to as near its original condition as is reasonably possible upon completion of any installation, repair, or maintenance. Grantor may use the premises except for the purposes for which this easement is

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granted to the Grantee, provided such use shall not interfere with the Grantee's use thereof, nor any other rights provided to the Grantee by this instrument.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said easement lands, nor change the contour thereof, without the prior written consent of Grantee.

This Easement shall be binding upon and inure to the benefit of any heirs, members, representatives, successor and assigns of the Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

Under the terms of the Traverse Ranch, LLC Operating Agreement, dated April 26th, 1994, between Traverse Ranch, LLC, and Proterra, Inc., Proterra is the manager for Traverse Ranch, LLC, and has power of attorney to bind Traverse Ranch, LLC, and its members, and to execute this deed on behalf of Traverse Ranch, LLC and its members.

IN WITNESS WHEREOF, the Grantor has executed this right-of-way and Easement this 14<sup>th</sup> day of October, 1998.

GRANTOR:

TRAVERSE RANCH, LLC

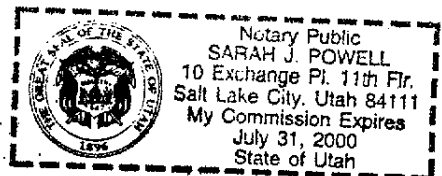
By: *Charles W. Akerlow*  
Charles W. Akerlow, President of  
Proterra, Inc., Manager for Traverse  
Ranch, LLC, Grantor

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

On the 14<sup>th</sup> day of October, 1998, personally appeared before me CHARLES W. AKERLOW, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same for Traverse Ranch, LLC, a Utah limited liability company, the above-named Grantor, with full authority for and on behalf of its members pursuant to the provisions of the Traverse Ranch, LLC Operating Agreement dated April 26th, 1994.

*Sarah J. Powell*  
NOTARY PUBLIC

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