

4601226

When Recorded Return to  
Mr. W.S. Mickelsen, Manager  
Salt Lake County Sewerage  
Improvement District No. 1  
874 East 12400 South  
Draper, UT 84020

Draper West

*no fee*

4601226  
24 MARCH 88 01:40 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SALT LAKE COUNTY SEWERAGE  
REC BY: JANET WONG , DEPUTY

EASEMENT

A portion of the Southwest Quarter of Section 36,  
Township 3 South, Range 1 West, Salt Lake Base and Meridian.  
Corner Canyon Creek Interceptor.

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 GRANTOR(S) hereby grant,  
convey, sell, and set over unto the Salt Lake County Sewerage  
Improvement District No. 1, a body politic of the State of Utah,  
hereinafter referred to as GRANTEE, its successors and assigns, a  
perpetual right-of-way and easement to lay, maintain, operate,  
repair, inspect, protect, install, remove and replace sewer pipe-  
lines, manholes, laterals and other sewer collection and  
transmission structures and facilities, hereinafter called  
Facilities, insofar as it lies within the property of the  
GRANTOR(S), said right-of-way and easement being situated in Salt  
Lake County, State of Utah over and through a parcel of the  
GRANTOR's land lying within a strip thirty (30) feet wide, said  
strip extending fifteen (15) feet on each side of and laying  
parallel and adjacent to a line of reference and projection  
thereof, more particularly described as follows:

Beginning on the west line of said Section 36 at a point  
lying Northerly, along said Section line, 1033 feet, more or  
less, from the Northwest Corner of said Section 36; and running  
thence S. 58°58'28" E. 88.5 feet, more or less; thence S.  
64°41'04" E. 502.5 feet; thence S. 20°33'47" E. 144.8 feet;  
thence S. 64°06'41" E. 631.1 feet; thence S. 71°08'41" E. 45  
feet, more or less, to the westerly line of the D. & R.G.W.R.R.  
right-of-way line, 389 feet, more or less, from the south line of  
said Section 36. Contains: 0.97± acres.

Also beginning at a point lying Northerly, along west  
line of said Section 36, 680 feet and East 15 feet, from the  
Southwest Corner of said Section 36; and running thence  
Northerly, parallel to said section line, 327 feet, more or less,  
to the above described easement. Contains: 0.23± acres.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its  
successors and assigns, so long as such Facilities shall be main-  
tained, with the right of ingress and egress in said GRANTEE, its  
officers, employees, representatives, agents, and assigns to

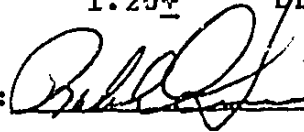
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enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction periods, GRANTEE and its agents may use such portion of GRANTOR'S 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. GRANTOR(S) 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 collection and conveyance of sewage through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTEE agrees to locate a manhole on GRANTOR'S property at or near the end of the sewerline location described in the second legal description hereinabove containing approximately 0.23+ acres. GRANTEE further agrees to indemnify and hold GRANTOR(S) harmless from any damage incurred by the GRANTORS as a result of GRANTEE'S negligent construction and operation of its Facilities within the area covered by this easement. GRANTOR(S) shall not build or construct or permit to be built or constructed, any building over or across said right-of-way nor change the contour thereof in excess of four feet without the written consent of GRANTEE. GRANTOR hereby agrees to indemnify and hold GRANTEE harmless from any problems with the sewerline or any expense resulting from GRANTOR'S development of the property, and GRANTOR agrees to pay for any costs associated with the repair of the Facilities should any damage occur thereto from GRANTOR'S use or development of GRANTOR'S property. GRANTEE hereby consents that GRANTOR(S) may take down and remove the railroad causeway and embankments presently located adjacent to the sewerline locations provided that the location and use of the Facilities are not impaired or disturbed thereby. GRANTEE hereby further consents that GRANTOR may construct roads, waterlines, curb, gutter, sidewalks and storm drains across the easement where necessary in connection with GRANTOR'S development of the property, provided the use of the Facilities are not impaired or disturbed thereby. 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. This easement shall terminate and be of no further force or effect if; (1) the sewerline is not constructed within eighteen months from the date hereof, or (2) after construction the Facilities are abandoned and GRANTEE ceases to use the same for a period of eighteen consecutive months.

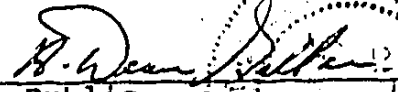
IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and easement this 3<sup>rd</sup> day of November, 1987.

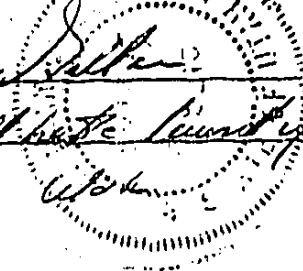
<u>County Parcel Number</u>	<u>Acreage</u>	<u>GRANTOR(S)</u>
27-36-351-002	1.29±	Draper West

By: 

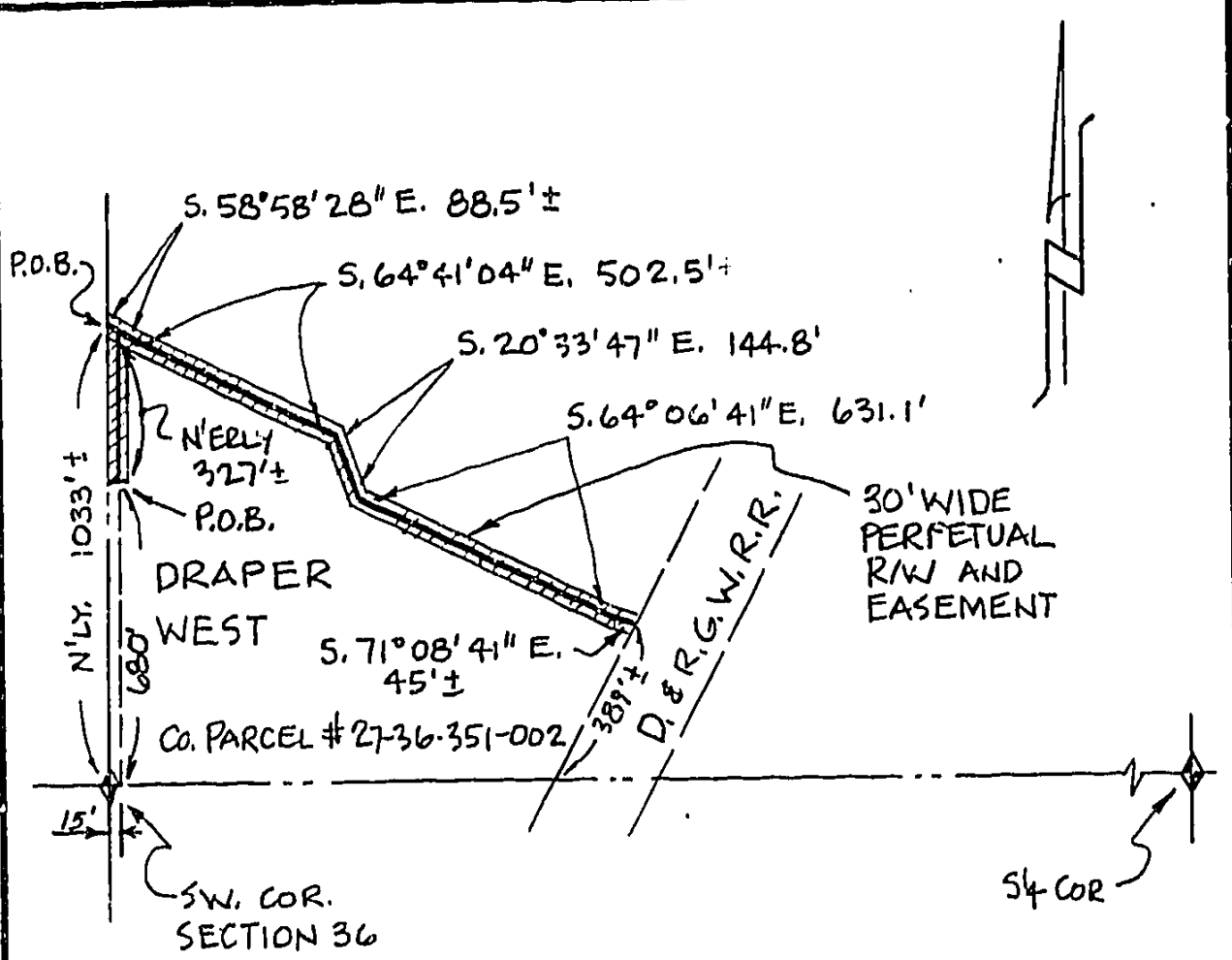
STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE)

On the 3<sup>rd</sup> day of November, 1987, personally appeared before me, Robert D. Irvine, the signers of the above instrument, who duly acknowledged to me they executed the same.

  
Notary Public  
Residing in: Salt Lake County




My Commission Expires:  
8/8/88



PORTION OF  
 SW 1/4 OF SECTION 36,  
 T. 4 S., R. 1 W.,  
 S. L. B. & M.

FOR  
 SALT LAKE COUNTY  
 SEWERAGE IMPROVEMENT  
 DISTRICT No. 1

SCALE: 1" = 400'

	<b>TEMPLETON, LINKE &amp; ASSOCIATES</b> CONSULTING ENGINEERS	
	Drawn: JMCK	Date: 3/87

2004 6013 REV 2318