

90785

Entry No. _____ Recorded at request of Midway Sanitation Dist #
 Date of Entry 3/30/67 3:30 P.M. Wayne C. Whitely Wasatch County Recorder
 By Mary & Phyllis Deputy. Book 60 Page 59-60

GRANT OF EASEMENT

William Farrell and Annie H. Farrell
 (his wife), Grantors of Wasatch County, State of Utah, hereby grant and convey to the MIDWAY SANITATION DISTRICT, Grantee, its successors and assigns, a certain perpetual and temporary easement hereinafter described. The easement conveyed hereunder is granted by Grantors in consideration for installation by the Grantee of a sewer system to serve certain land owned by Grantors, and for the further consideration of One (\$1.00) Dollar, and other good and valuable consideration, payment and receipt of which is hereby acknowledged.

The easement hereby granted consists of a perpetual easement to construct, reconstruct, operate, repair, replace and maintain the sewer line and appurtenant structures on, over, across and through a strip of land 10 feet wide, lying 5 feet on each side of and parallel and adjacent to the below described centerline; and a temporary initial construction easement to be on, over, across and through a strip of land 30 feet wide, lying 15 feet on each side and parallel and adjacent to the below described centerline.

The easement referred to above and granted hereby lies in those portions of Grantors' land situated in the ~~Northeast~~ ~~and~~ ~~South~~ ~~Quarters~~ of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian, and said easement traverses said land in the following manner:

LINE A-1

Beginning at a point in a fence that is North 10 ft. from a fence corner that is described as being West 165 ft. from the NW Corner of the NE 1/4 of SE 1/4 of Section 3, T4S, R4E, SLB&M, thence N87°36'W 378.8 ft., thence N62°50'W 835.8 ft. to a point in a fence on the East side of Stringtown Road which point is South 908 ft. more or less to a fence corner that is described as being the SE Corner of the intersection of Stringtown Road with 560 South Street.

Grantee, in accepting this grant, agrees to abide by the following terms and conditions:

1. Upon completion of the installation, the land disturbed by the installation will be graded and refilled as near as may be to its existing condition.
2. Any and all damage done to any fences will be fully repaired and the fences will be placed in their existing condition.
3. Any and all damage to crops, trees and shrubbery by reason of use of said easement will be reasonably adjusted or restored to their existing condition.
4. The Grantors shall have a limited right to occupy and use the surface of the perpetual easement. They shall not build thereon any permanent structure or building, nor plant trees or shrubs whose root zones would contact or interfere with the pipeline. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, driveways, fences or similar improvements.

Dated this 21st day of November, 1967

William Farrell
Grantor

Annie H Farrell
Grantor's wife

The foregoing Grant of Easement and the conditions thereby imposed on the District as Grantee are hereby accepted by the District, and the District agrees to comply with said conditions.

MIDWAY SANITATION DISTRICT

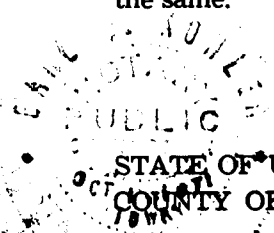
By *Alvin Kohler*
Chairman

STATE OF UTAH }
COUNTY OF Wasatch } ss.

On the 21st day of November, 1967, personally appeared before me William Farrell and Annie H. Farrell
(Grantor) (Grantor's Wife)

the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

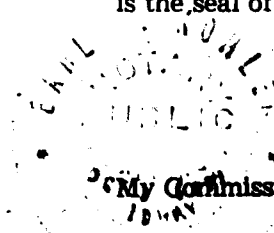
Earl J Kohler
Notary Public



STATE OF UTAH }
COUNTY OF WASATCH } ss.

On the 21st day of November, 1967, personally appeared before me, Alvin Kohler who duly acknowledge to me that he is the Chairman of the MIDWAY SANITATION DISTRICT, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Alvin Kohler duly acknowledge to me that said corporation executed the same; and the seal affixed is the seal of said corporation.

Earl J Kohler
Notary Public



My Commission Expires: Oct. 12, 1971 Residing at: Midway, Utah