

8651321

When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 908
Draper, Utah 84020

8651321
05/15/2003 11:02 AM NO FEE
Book - 8797 Pg - 9008-9009
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
874 E 12400 S
DRAPER UT 84020
BY: ZJM, DEPUTY - WI 2 P.

PARCEL I.D.# 27-27-379-007,
27-27-376-009, 27-27-376-048

GRANTOR: Intermountain Farmers Association
as part of IFA Country Store

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EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Southwest Quarter of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

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 as GRANTORS hereby grant, convey, sell, and set over unto South Valley Sewer District, 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 construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the North line of 12600 South Street, said point being due East 5.00 feet from the Southeast corner of Lot 3 of the IFA Country Square Subdivision according to the official plat thereof; said point also being North 00°06'46" East 53.00 feet and due West 1009.74 feet from the South Quarter Corner of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence due North 110.89 feet; thence North 18°49'38" West 79.53 feet to a point of intersection, also known as point 'A'; thence due East 200.00 feet; thence from said point 'A' North 03°49'57" West 183.24 feet to another point of intersection, also known as point 'B'; thence due East 70.24 feet; thence from said point 'B', due West 153.13 feet.

Contains: 0.356 acres (approx. 15,520.04 s.f.)

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the 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

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use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement 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 GRANTORS have executed this right-of-way and Easement this 26 day of March, 2003.

<u>County Parcel No.</u>	<u>Acreage</u>	<u>GRANTOR(S)</u>
27-27-379-007	0.356 acres	<i>Intermountain Farmers Association</i>
27-27-376-009	(approx. 15,520.04 s.f.)	
27-27-376-048		

By: *Spence P. Lloyd*
Owner

Its: *VP*
Title

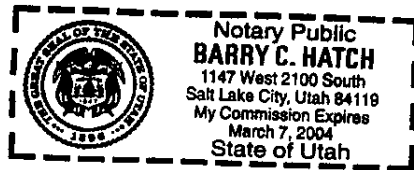
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 26 day of Mar., 2003, personally appeared before me *Spence P. Lloyd* who being by me duly sworn did say that (s)he is the *Vice President* of **Intermountain Farmers Association**, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or by a resolution of its Board of Directors; and acknowledged to me that said corporation executed the same.

Barry C. Hatch
Notary Public

My Commission Expires: _____

Residing in: _____



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