

EASEMENT

4650541

Sandy Mall - Line "B"

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 GRANTORS hereby grant, convey, sell, and set over unto the Sandy Suburban Improvement 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 lay, 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 FACILITIES, said right-of-way and easement being situated 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 projections thereof, described as follows:

Beginning at a point South $0^{\circ}21'30''$ East along the monument line of 700 East Street 1142.80 feet, and South $88^{\circ}59'30''$ East 1185.85 feet from a Salt Lake County Monument at the intersection of 9400 South Street and 700 East Street, and said monument is the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian and said monument is also North $29^{\circ}33'10''$ West 44.81 feet from a point recited in some deeds as being the Northwest corner of said Section 8, and running thence North $11^{\circ}10'27''$ East 72.95 feet, thence North $0^{\circ}21'30''$ West 220.30 feet, thence North $82^{\circ}58'31''$ West 150.81 feet; thence North $2^{\circ}08'10''$ West 354.12 feet.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such facility shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, agents and assigns to 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 the 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 reasonably possible. GRANTORS 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 discharge and conveyance of sewage through said 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 said right-of-way 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 easement, this 14th day of July, 1988.

Maricmont Corporation, an Ohio Corporation

By:

Clement C. Moore, II, President

BOOK 6047 PAGE 1701

Notar

4650541
15 JULY 88 03:57 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MICHAEL J MAZURAN ATTORNEY
2180 S 1300 E NO 260 SLC, 84106
REC BY: REBECCA GRAY , DEPUTY

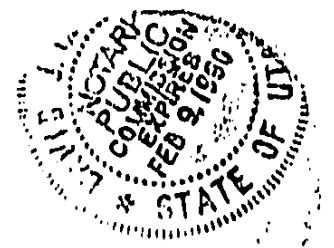
State of Utah)
County of Salt Lake) ss.

On the 14th day of July, 19 88,
personally appeared before me Clement C. Moore, II who
being by me duly sworn, did say that ~~(s)~~he is the President
of the Mariemont Corporation Corporation
and that the foregoing was signed on behalf of said Corporation
by authority of its Board of Directors and said Clement C.
Moore, II acknowledged to me that said Corporation
executed the same.

[Signature]
Notary Public

Residing In: Sandy, Utah

My Commission Expires:
2/9/90



BOOK 6047 PAGE 1702