

WHEN RECORDED MAIL TO:

Gilson Engineering, Inc.
12401 S. 450 E. #C2
Draper, Utah 84020

ENT 75577:2006 PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Jun 16 2:01 pm FEE 0.00 BY VM
RECORDED FOR SARATOGA SPRINGS CITY

PARCEL I.D.#'s 58:036:0034
GRANTORS: Smith, Lee J. & Joy P.

EASEMENT

A twenty (20) foot wide sewer line easement lying in the Southeast Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base & 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 the City of Saratoga Springs, 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 situated in Utah 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 parallel and adjacent to a line of reference and projection thereof, and being more particularly described as follows:

Beginning at a point which lies North 1014.98 feet and East 861.86 feet from the South Quarter Corner of said Section 24 (Basis of Bearing being North 89°49'49" East 2658.88 feet between the South Quarter Corner and the Southeast Corner of said Section 24); and running thence East 597.00 feet to the end of said line of reference and projection, said point lies North 55°10'20" East 1777.20 feet from the South Quarter Corner of said Section 24.

Contains: 0.27 acres (approx. 597.00' ln. ft.)

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 the contractor performing the work shall access the easement from adjacent land along the easement and shall not access the easement from Saratoga Road across GRANTORS' property without the express permission of GRANTORS. 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 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 sewer 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 except GRANTORS may construct roads and sidewalks and install utility lines over and across the easement as necessary to develop the land owned by GRANTORS north of the Easement. 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 14 day of June, 2006.

County Parcel No.
58:036:0034

Acreage
Contains: 0.27 acres

GRANTOR(S)

(approx. 597.00 ln. ft.)

By: Lee J. Smith
Lee J. Smith

By: Joy P. Smith
Joy P. Smith

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

On the 14 day of June, 2006, personally appeared before me Lee J. Smith & Joy P. Smith, who being by me duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, who duly acknowledged to me that (s)he executed the same.

My Commission Expires: _____

Mary Ellen Brown
Notary Public

Residing In: _____

