

11301496

WHEN RECORDED, PLEASE RETURN TO:
TAYLORSVILLE-BENNION
IMPROVEMENT DISTRICT
P.O. Box 18579
TAYLORSVILLE, UTAH 84118-8579

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12/22/2011 11:09 AM \$0.00
Book - 9976 Pg - 5513-5514
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TAYLORSVILLE-BENNION IMP DIST
PO BOX 18579
SLC UT 84118
BY: ZJM, DEPUTY - WI 2 P.

PARCEL I.D. #2110451004

WATER AND SEWER EASEMENT

The Board of Education of the Granite School District, (hereinafter "Grantor"), for ten dollars (\$10.00) and other valuable consideration receipt of which is hereby acknowledged, hereby grants and conveys unto Taylorsville-Bennion Improvement District, a body politic, (hereinafter the "Grantee") a perpetual non-exclusive, easement to construct, reconstruct, operate, repair, replace and maintain water and sewer lines, over, across and through a strip of land more particularly described as follows:

A part of the Southeast Quarter of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Taylorsville City, Salt Lake County, Utah:

Beginning at the intersection of the westerly right of way line of Smiley Drive (1480 West) and a southerly boundary line of the Best View No. 3 Subdivision as recorded in the office of the Salt Lake County Recorder in Book T of Plats at Page 59, said intersection is 1523.16 feet N.00°02'55"W. along the quarter section line and 1521.70 feet N.89°57'05"E. from the South Quarter Corner of said Section 10 (Note: Basis of Bearing is N.00°02'55"W. along the quarter section line between the found Salt Lake County Brass Cap Monuments representing the South Quarter Corner and Center Quarter Corner of said Section 10), and running thence N.89°57'05"E. 30.00 feet along said southerly boundary line to the centerline of said street; thence S.00°02'55"E. 25.00 feet; thence S.89°57'05"W. 30.00 feet; thence N.00°02'55"W. 25.00 feet to the point of beginning.

The above described easement contains 750 square feet in area, or 0.017 acres, more or less.

The Grantor reserves the right to make any use of the granted easement property that does not unreasonably interfere with the Grantee's rights under the easement. The use of the property at the time of the grant this easement shall be one such use. Grantor shall not build any permanent structures on the easement or plant vegetation whose root zones will cause damage to the pipeline or appurtenant structures. Permanent structures shall not be deemed to include streets, sidewalks, parking lots, curbs and gutters.

BK 9976 PG 5513

Grantee shall hold grantor harmless from any claim or damage to any person or property resulting from the use, occupancy or possession of the easement property by Grantee. Grantee shall be responsible for raising or lowering its valves to the grades that from time to time shall exist as a result of Grantor's development and use of its property.

The Grantee hereby agrees to restore Grantor's property and any improvements from time to time made thereon to the condition thereof immediately prior to Grantee's construction, maintenance, repair, operation or replacement of said line or appurtenant facilities as the same may occur from time to time, or at Grantor's election, compensate Grantor for the reasonable appraised value for any damages done to Grantor's land caused by the construction, maintenance, repair, operation or replacement of said line or appurtenant facilities.

Dated this 20 day of December, 2011

Board of Education of the Granite School District

By: David F. Garrett
David F. Garrett
Its: Business Administrator/Treasurer

STATE OF UTAH)
 ss
COUNTY OF SALT LAKE)

On the 20 day of Dec 2011, personally appeared before me David F. Garrett the signer of the foregoing instrument who duly acknowledged to me that he is authorized to execute this document on behalf of The Board of Education of granite School District and that he executed the same.

Marilynn Boekweg
Notary Public

My commission expires:

Residing at: Salt Lake
County

