

2299760

Recorded at Request of *Taylorville-Bennion Improvement Dist.*

at *3:50 P* Fee Paid \$ *NOFF* HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah

By *J. F. Furbush* Dep. Date *AUG 18 1969*

GRANITE SCHOOL DISTRICT

340 East 3545 South
Salt Lake City 15, Utah

*1800 West 4700 South
Salt Lake 4118*

BOOK 2781 PAGE 544

EASEMENT

THE BOARD OF EDUCATION OF THE GRANITE SCHOOL DISTRICT, for and in consideration of \$ 10.00 in hand paid, the receipt whereof is hereby duly acknowledged, hereby grants an easement subject to the stipulations outlined below, unto Taylorville-Bennion Improvement Dist. Grantee, its successors and assigns, over property hereinafter described, with the right, privilege and authority to construct, reconstruct, operate, maintain and repair its lines, poles, anchors, cables, wires, fixtures, pipes and conduits over, under and across the following described property of said Board of Education situate in Salt Lake County, State of Utah, the center line of which easement shall be as follows:

Com. 514.8 ft; N fr. S $\frac{1}{4}$ cor. Sec. 10, T2S, R1W, S.L. Mer. N 999.9 ft; E 2224.2 ft; M or L to W side of Co. Road; S'ly alg sd Road 999.9 ft; M or L to pt. Due E fr. bg. W 2221 ft. to beg. 50.72 A. C.

Said easement shall begin at the north boundary of the above-described property and shall consist of a 15' wide strip adjacent to the east property line running thence southerly approximately 1,015 feet to the south boundary.

The Grantee hereby agrees to compensate Grantors the reasonable appraised value for any damages done to Grantor's land or crops caused by Grantee in the maintenance, repair, operation or replacement of said line or appurtenant facilities.

There is also granted with this Easement (2) the privilege of said Grantee under the supervision of the Granite District Supervisor of Buildings and Grounds, to trim any brush and trees so as to keep said brush and trees cleared at least four feet from all wires, and (b) the right to set the necessary guy and brace poles and anchors, and to attach thereto the necessary guy wires, under the direction of the Granite District Supervisor of Buildings and Grounds; provided, that this Easement is granted on the condition that all work performed by said Grantee shall be done with reasonable care, and that all damage to the premises caused thereby shall immediately be repaired by and at the expense of said Grantee, and when it becomes necessary to change the poles, wires, fixtures, pipes or conduits on account of the erection of any new buildings or other property improvements, the same shall be done by the Grantee at its own expense after thirty days notice has been given to Grantee by the Board of Education; provided further, that Grantee hereby agrees to protect and save harmless the Board of Education against and all claims for damage, loss, injury or death that might occur as the result of the construction, reconstruction, operation, maintenance and repair undertaken and carried on

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by Grantee on the above premises pursuant to this Easement; provided further, that said Grantee, without cost to the Grantor, shall keep the area covered by said Easement clean and free from weeds as determined by the Grantor's Supervisor of Buildings and Grounds.

IN WITNESS WHEREOF, the undersigned has caused this Easement to be executed on its behalf this 3rd day of June, 1969.

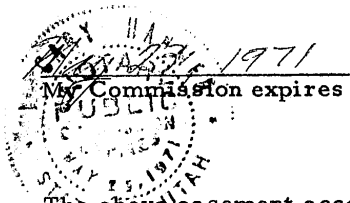
THE BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT

By Keith C. Brown X

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 3rd day of June, 1969, personally appeared before me Keith C. Brown, who being by me duly sworn, did say that he is the President of the BOARD OF EDUCATION OF THE GRANITE SCHOOL DISTRICT, and that said instrument was signed in resolution of its Board of Directors, and the said Keith C. Brown acknowledged to me that said Board executed the same.

Subscribed and sworn to before me this 3rd day of June, 1969.



W. Gary Hamner
Notary Public, residing at Salt Lake City, UT

The above easement accepted subject to the above terms and conditions:

