

DEC 18 1961

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Recorded at 2:25 P m.
Taylorville Bennion Improve.
Taylorville, Utah
No. 142 By F. J. ... Deputy
4715 Redwood Rd.

1817555

**GRANT OF EASEMENT
and
RELEASE OF CLAIM**

WHEREAS, the Grantors hereinafter named are the owners of the following described real property in Salt Lake County, Utah:

Com. 4.98 chs. N fr. S 1/4 Sec. 3, T 2 S, R 1 W,
SL Mer, thence S 88° W 3.46 chs; thence N 93 ft;
thence E 3.46 chs; thence S 86.6 ft. to beg. Less
street. 0.4 ac.

; and

WHEREAS, Taylorville-Bennion Improvement District, has, upon authority of an order of occupancy granted in a condemnation action commenced by it, heretofore installed a sewer pipeline in and across the following described portion of the said real property:

A strip of land 24 feet in width whose east boundary is the west right of way line of Redwood Road, and whose west boundary is 24 feet west of the west right of way line of Redwood Road.

herein called "Premises"; and

WHEREAS, the Grantors herein named now desire, for the consideration named, to grant to the said District an easement for the said pipeline and to release any claim they may have for damages incident to the installation or presence of the said pipeline and thereby to resolve all of the issues of the said condemnation action;

NOW, THEREFORE, in consideration of payment to them of 100.00

_____, receipt of which is hereby acknowledged,

Melvin E. Deverall and Afton Deverall

his wife, Grantors, of Salt Lake City, Utah, hereby convey and warrant to TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a political subdivision of the State of Utah, Grantee, a perpetual easement in Premises for the installation and continued maintenance, operation, repair, removal and replacement of the sewer pipeline heretofore installed;

TO HAVE AND TO HOLD unto the said Grantee for so long as such pipeline

shall be maintained, with the right of ingress to and egress from Premises for the purposes of maintenance, operation, repair, removal and replacement of the said pipeline.

The Grantors reserve the right fully to use Premises in any manner which does not interfere with the purposes for which the easement is granted, and the rights hereby granted are subject to the condition that Grantee shall compensate Grantors at a reasonable appraised valuation for any damages hereafter done to Grantors' land or crops caused by Grantee in the reconstruction, maintenance, repair and operation or replacement of said pipeline.

Grantors hereby release and discharge Grantee from any and all claims for compensation or damages by reason of Grantee's occupation of Premises or injury to Grantors or Premises in any way caused by or arising out of the construction and operation of the said pipeline to date or from the restoration of Premises after the installation was complete.

WITNESS the hands of said Grantors this 17 day of October,

1961.

Melvin E. Deverall
Arlton P. Deverall

STATE OF UTAH) ss
COUNTY OF SALT LAKE)

On the 17 day of Oct., 1961, personally appeared before me Melvin E. Deverall and Arlton P. Deverall, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public Residing at
Salt Lake City, Utah

My Commission Expires:

