

GRANT OF EASEMENT

Gordon B. Taylor and Verlie S. Taylor, his wife, Grantors of Summit County, State of Utah, hereby grant and convey to Kamas Town, Grantee, its successors and assigns, a certain perpetual and temporary easement hereinafter described. The easement conveyed hereunder is granted by Grantors in consideration for installation by the Grantee of a sewer system to serve certain land owned by Grantors, and for the further consideration of One Dollar (\$1.00), and other good and valuable consideration, payment and receipt of which is hereby acknowledged.

The easement hereby granted consists of a perpetual easement to construct, reconstruct, operate, repair, replace and maintain the sewer line and appurtenant structures on, over, across and through a strip of land 10 feet wide, lying 5 feet on each side of and parallel and adjacent to the below described centerline; and a temporary initial construction easement to be on, over, across and through a strip of land 30 feet wide, lying 15 feet on each side and parallel and adjacent to the below described centerline.

Beginning at a point which is 122.5 feet East and 86.0 feet South of the Northwest corner of Lot 2, Block 31, Kamas Townsite Survey, and running thence South 37.75 feet, thence South 3° 18' East for 124.0 feet to the South property line.

Grantee, in accepting this grant, agrees to abide by the following terms and conditions:

1. Upon completion of the installation, the land disturbed by the installation will be graded and refilled as near as may be to its existing condition.
2. Any and all damage done to any fences will be fully repaired and the fences will be placed in their existing condition.
3. Any and all damage to crops, trees and shrubbery by reason of use of said easement will be reasonably adjusted or restored to their existing condition.
4. The Grantors shall have a limited right to occupy and use the surface of the perpetual easement. They shall not build thereon any permanent structure or building, nor plant trees or shrubs whose root zones would

BOOK M22 PAGE 424

Entry No.	109726	Book	M22
RECORDED	9-5-69	at	9:48 M Page 424-426
REQUEST of	Kamas Town		
FEE			
\$	DH	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER	
INDEXED	<input checked="" type="checkbox"/>	By <i>Wanda Y. Spriggs</i>	
		ABSTRACT	

contact or interfere with the pipeline. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, driveways, fences or similar improvements.

Dated this 4th day of August 1969.

Gordon B. Taylor
GRANTOR

Verlie S. Taylor
GRANTOR'S WIFE

The foregoing Grant of Easement and the conditions thereby imposed on the Town as Grantee are hereby accepted by the Town, and the Town agrees to comply with said conditions.

KAMAS TOWN

By *Gordon B. Taylor*
TOWN PRESIDENT

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

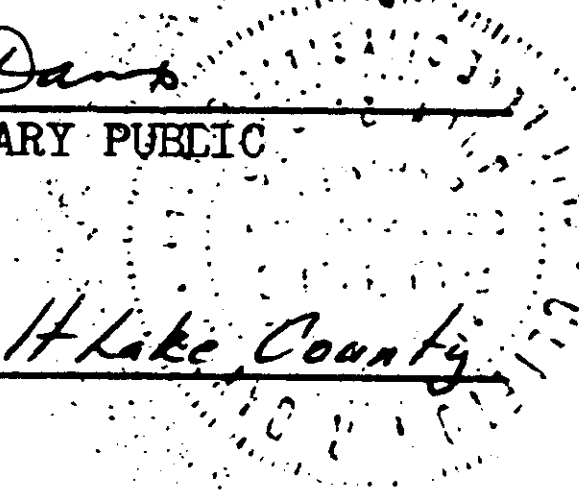
On the 4th day of Aug. 1969, personally appeared before me Gordon B. Taylor and Verlie S. Taylor, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Colston R. Davis
NOTARY PUBLIC
My Commission Expires July 2, 1972

BOOK M22 PAGE 25

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 4th day of Aug. 1969, personally appeared before me, Gordon B. Taylor who duly acknowledged to me that he is the President of the Town of Kamas, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Trustees, and the said Gordon B. Taylor duly acknowledged to me that said corporation executed the same; and the seal affixed is the seal of said corporation.

Collier R Davis
NOTARY PUBLIC


My Commission Expires: July 2, 1972

Residing at: Salt Lake County

BOOK M2 > PAGE 426