

EASEMENT

2601087

Sewage Pipeline
Right of Way No. 1379

THE STATE OF UTAH, by and through the UTAH STATE LAND BOARD, Grantor, in consideration of the payment to it of \$35.00, receipt of which is acknowledged, and the promise of the Grantee to pay \$10.00 to the Grantor on or before January 1, 1974, and \$10.00 every third year thereafter, hereby grants to SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO.1, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, an easement to lay, maintain, operate, repair, inspect, protect a sewer pipeline across the Jordan River, said pipeline lying within a strip twenty (20) feet wide, extending ten (10) feet on each side of the center line in Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, as shown on the attached plat, marked "Exhibit A", which describes a line of reference and projection thereof on land situated in Salt Lake County, State of Utah, to-wit:

Beginning at a point lying S. 89°22'10" West 2870 feet, more or less and S. 0°37'50" East 340 feet, more or less, from the Northeast corner of said Section 26, and running thence S. 89°48'20" West, along the Jordan River, 60 feet. Totaling 0.028 acres.

TO HAVE AND TO HOLD until Grantee, its successors and assigns shall fail to make any payment in accordance with its promise above set forth, but, upon such failure, the right hereby granted shall terminate.

1. Grantee shall pay for all costs and expenses in connection with the installation of the said sewage pipeline and fixtures appurtenant thereto and hold Grantor harmless therefrom. Grantee shall indemnify and hold Grantor harmless from any and all liability which may arise from the construction and maintenance of the said sewage pipeline so long as this easement shall remain in force and effect.

2. It is understood and agreed that the said sewage pipeline shall be installed in such a manner so as not to interfere with any water course or water rights or any other thoroughfare.

3. If at any time this easement or the sewage pipeline shall be abandoned by the Grantee or its assigns, the rights and privileges granted shall cease and terminate and the land traversed thereby shall be freed from said easement as fully and completely as if this indenture had not been made.

4. In the event this easement is cancelled by Grantor as aforesaid, Grantee shall have ninety (90) days from such termination in which to remove such sewage pipeline and appurtenances thereto. In the event the same is not removed within the said ninety (90) days, it is mutually agreed by and between the Grantor and Grantee that Grantor shall have the right to remove, or cause the same to be removed, all at the same cost and expense of the Grantee. It is further mutually understood and agreed that the installation of the said pipeline and appurtenances shall not be construed as an improvement within the meaning of Section 65-1-40, Utah Code Annotated, 1953, as amended.

Recorded FEB 20 1974 at 247 f
Request of Salt Lake County Sewerage
JEROME MARTIN, Recorder
Salt Lake County, Utah
\$ No Fee By [Signature]
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)
BY Charles R. Hansen
CHARLES R. HANSEN
DIRECTOR
Super. Dist # 1
Salt Lake
84020

On this 19th day of February, 1974, personally appeared before me CHARLES R. HANSEN, who being by me duly sworn did say that he is the Director of the Division of State Lands of the State of Utah, and said instrument was signed in behalf of the State of Utah by authority of a resolution of the State Land Board and said CHARLES R. HANSEN acknowledged to me that the State of Utah executed the same.

[Signature]
Notary Public

My Commission Expires:
11-27-77

APPROVED AS TO FORM:
VERNON B. ROMNEY
ATTORNEY GENERAL
By [Signature]

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