

7635886  
05/10/2000 01:09 PM NO FEE  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
12441 S 900 E  
DRAPER UT 84020  
BY: ZJM, DEPUTY - WI 2 P.

WHEN RECORDED RETURN TO:  
Draper City *Merilyn*  
12441 South 900 East  
P.O. Box 1020  
Draper, Utah 84020

7635886

## EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor(s) hereby grants, conveys, sells, and sets Over unto Draper City, a municipal corporation of the State of Utah, as Grantee, its successors and assigns) a perpetual right-of-way and easement to maintain, operate, repair, inspect, and protect a Storm drainage culvert, boxes and pipes, hereinafter called the "Facilities", said right-of-way and easement being situate in Salt Lake County, State of Utah, over and through a parcel of Grantor's land, which easement is more particularly described as follows:

### S.S.P.J., LLC Easement

#### Parcel A

An easement for the construction and maintenance of a sanitary and storm sewer system lying 15 feet wide, more particularly described as follows: Beginning at a point that is S 89°54'32" W 858.600 feet along the Section line from the South Quarter Corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 89°54'32" W 513.910 feet along said Section line; thence N 00°04'18" E 15.000 feet; thence N 89°54'32" E 515.292 feet; thence S 05°19'58" W 15.067 feet to the point of beginning. Easement containing 0.177 acres.

#### Parcel B

An easement for the construction and maintenance of a sanitary and storm sewer system lying 15 feet wide, more particularly described as follows: Beginning at a point that is S 89°54'32" W 1372.510 feet along the Section line from the South Quarter Corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 89°54'3" W 510.380 feet along said Section line; thence N 21°26'00" W 16.104 feet along the center of a creek which is also a portion of the Southwestern boundary as described in that certain Boundary Agreement recorded March 7, 1979 as Entry No. 3246760 in Book 4824 at page 1498 of Official Records; thence N 89°54'32" E 516.284 feet; thence S 00°04'18" W 15.000 feet to the point of beginning. Easement containing 0.177 acres.

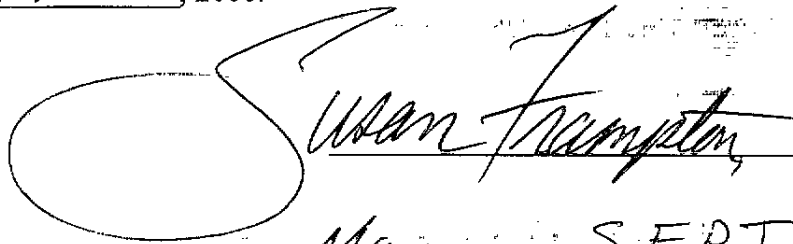
To HAVE AND HOLD the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its officers, employees, agents, contractors and assigns to enter upon the above described right-of way and easement with such equipment as is necessary to maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction

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periods, Grantee and its contractors may use such portions of said right-of-way and easement as may be reasonably necessary in connection with the repair of the Facilities. The Contractor performing the repair work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible. Grantor(s) shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.


Grantor(s) shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way and easement, nor change the contour thereof, without the written consent of Grantee. Draper City will accept the easement with existing conditions, including railroad tracks running over and irrigation ditches, head gates and fences situated on portions of the easement. This right-of-way and easement grant shall be binding upon and inure to the benefit of any heirs, representatives, successors and assigns of the Grantor(s) and the successors and assigns of the Grantor(s) and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantor(s) has executed this right-of-way and Easement this 15<sup>th</sup> day of APRIL, 2000.

  
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Manager S.F.P.J., LLC

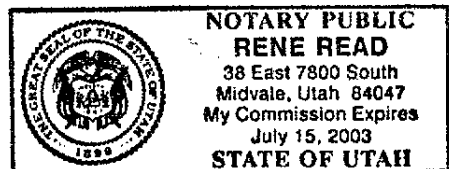
STATE OF UTAH)  
COUNTY OF SALT LAKE

On this 15<sup>th</sup> day of April, 2000, personally appeared before me in person, who being by me duly sworn did say that he/she is the owner of property described and that the foregoing instrument was signed by him/her.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing in Utah  
County, Salt Lake



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