

...WHEN RECORDED, PLEASE RETURN TO:  
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT  
1800 WEST 4700 SOUTH  
SALT LAKE CITY, UTAH 84118

Salt Lake R043  
SS#27606

NO FEE

RIGHT OF WAY EASEMENT  
Sewer  
(Underground)

5431199  
05 FEBRUARY 93 04:51 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
TAYLORSVILLE BENNION  
REC BY: SHARON WEST , DEPUTY

5431199

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned PHILLIPS PETROLEUM COMPANY, a Delaware corporation with an office at Bartlesville, Oklahoma, hereinafter referred to as "Grantor", does hereby grant unto TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic, Salt Lake City, Utah, hereinafter referred to as "Grantee", its successors and assigns, an easement and right of way for the construction, maintenance, operation, repair and replacement of a sewer line upon, under and through the following described real property and premises situated in the County of Salt Lake, State of Utah, to-wit:

A 20.00 foot wide sanitary sewer easement lying 10.00 feet each side of the centerline of an existing sanitary sewer pipeline, more particularly described as follows:

Beginning at a point on the centerline of an existing sanitary sewer line, said point also being on the north right of way line of 5400 South Street and the southerly boundary line of the Phillips Petroleum property, said point being located North 52.87 feet and West 238.23 feet from the South Quarter Corner of Section 9, T2S-R1W, Salt Lake Base and Meridian; and running thence along the centerline of said sanitary sewer North 26°00'00" West 47.00 feet to the centerline of an existing sanitary sewer manhole; thence North 0°45'00" West 66.00 feet to the centerline of existing sanitary sewer manhole; thence North 42°00'00" East 43.66 feet to the centerline of an existing sanitary sewer manhole; thence North 27°00'00" West along the centerline of said sanitary sewer line 7.09 feet to the northerly boundary line of said Phillips Petroleum property. (Basis of Bearing is S 89°58'11" W [A.R.P.] from the South Quarter Corner to the Southwest Corner of Section 9, T2S-R1W, Salt Lake Base and Meridian.)

together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with Grantee's use, occupation or enjoyment of this easement.

This grant is subject to all grants, easements, rights and rights of way heretofore reserved or granted and/or now existing on said premises.

Grantee agrees to pay for any damages to said premises above described arising out of the exercise of the rights herein granted. Grantee agrees to indemnify and hold Grantor harmless of and from any liability for damages of whatsoever kind whether to persons or property arising out of or in connection with the exercise of Grantee of those rights granted herein.

The Grantor shall not build thereon any permanent structure or building, nor plant large trees whose root zones would 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. Further, other utilities may be installed in the easement area and additional easements may be granted in the easement area for such other utility lines.

Grantee further agrees to remove and relocate, at Grantor's expense, said sewer line to an alternate location, or locations, designated and furnished by Grantor upon said premises at any time upon thirty (30) days notice in writing from Grantor to Grantee.

The easement, rights and rights of way granted herein shall continue so long as the same shall be used for the purposes above mentioned, and upon termination hereof, Grantee shall remove all of its property from said premises above described.

DK6602F60780

The terms, covenants and provisions hereof shall extend to and be binding upon Grantor and Grantee and their assigns and successors in interest.

EXECUTED this 13<sup>TH</sup> day of MARCH, 1992.

PHILLIPS PETROLEUM COMPANY

By [Signature]  
Attorney-in-Fact

STATE OF OKLAHOMA )  
                                  )SS.  
COUNTY OF WASHINGTON)

On this the 13<sup>th</sup> day of March, 1992, before me KAREN L. HARRISON,

a Notary Public, personally appeared JOHN A. HOUSTON,  
known to me to be the person whose name is subscribed as attorney-in-fact  
for PHILLIPS Petroleum COMPANY, and acknowledged that he executed the same  
as the act of his principal for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires:

[Signature]  
Notary Public

