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10/16/2008 10:11 AM \$0.00
Book - 9651 Pg - 5419-5421
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TAYLORSVILLE-BENNION IMP DIST
PO BOX 18579
SLC UT 84118
BY: ZJM, DEPUTY - MA 3 P.

When recorded return to:

Taylorville-Bennion Imp. Dist.
PO Box 18579
Taylorville, UT 84118

Parcel # 21-17-101-025

**GRANT OF WATER LINE EASEMENT
FOR CONSTRUCTION AND MAINTENANCE OF A WATER SUPPLY PIPELINE**

THE STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "Grantor", does hereby convey to TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, hereinafter referred to as "Grantee", for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a water easement and right-of-way 16 feet in width and 115 feet in length, more or less, for the purpose of constructing, reconstructing, operating, repairing, replacing and maintaining a water pipeline in the easement granted herein for the delivery of water by the Grantee, and for no other purpose, over, across, through and under the premises of the Grantor situated in Salt Lake County, Utah, said easement more specifically described as follows:

Beginning at a point 575.44 feet East and 435.78 feet South of the Northwest Corner of Section 17, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°59'28" East 115.00 feet; thence South 00°03'30" East 16.00 feet; thence South 89°59'28" West 115.00 feet; thence North 00°03'30" West 16.00 feet to the POINT OF BEGINNING. Containing 1,840.00 square feet or 0.0422 acres, more or less.

Also granting to the Grantee a right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the water pipeline deemed necessary by the Grantee for the delivery of water. Said work by Grantee on the right-of-way shall be done strictly in accordance with any restrictions of record encumbering the easement area, and at Grantee's sole cost and expense. In the case of damage to Grantor's real property and related improvements in the right-of-way due to Grantee's work therein, Grantee agrees to return said real property to its pre-existing condition at Grantee's sole cost and expense. The Grantor and its successors in interest hereby covenant and agree that no permanent structures or buildings, with the exception of curb, gutter, sidewalk, roadways, driveways, and landscaping (including irrigation systems, grass, trees and shrubs), will be

constructed over the surface of the easement granted herein, without the express written consent in advance of the Grantee, which would materially interfere with the right of the Grantee to operate, maintain, repair or replace the water pipeline constructed by or for the Grantee. Grantor shall not plant large trees whose root zones would interfere with Grantee's water pipeline.

The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless the Grantor, its tenants, heirs and successors against any and all liability or damage caused by acts of the Grantee, its contractors or agents, during the construction, operation and maintenance of the water pipeline provided for in this easement; the Grantor's right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantee's right to defend any such claim. Grantee further agrees that it will exercise its right hereunder in such a way that all activities in pursuance thereof are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with Grantor's or its tenant's use of its property, or the normal operation of any business conducted thereon.

WITNESS the hand of said Grantor this 30th day of September, 2008.

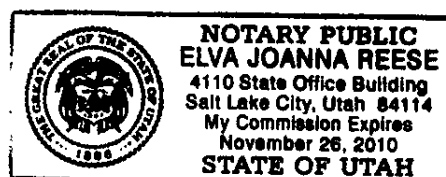
Kent Beers
GRANTOR

STATE OF Utah)
COUNTY OF Salt Lake)

On the 30 day of September, 2008, personally appeared before me Kent Beers, the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

Elva Joanna Reese
NOTARY PUBLIC
RESIDING AT:

My Commission Expires:
11-26-2010



WITNESS the hand of said Grantee this 16 day of October, 2008.

Keith J. Ford
GRANTEE

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 16 day of October, 2008, personally appeared before me Keith J. Ford, the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantee.

Mark Chalk
NOTARY PUBLIC
RESIDING AT:

My Commission Expires:

10-3-09

