

WHEN RECORDED RETURN TO:
Sandy City Recorder
10000 Centennial Parkway.
Sandy, Utah 84070

10862490
12/18/2009 02:29 PM \$0.00
Book - 9789 Pg - 9289-9290
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY UT 84070
BY: ZJM, DEPUTY - WI 2 P.

Parcel ID# 28052510164002
Location: 8968 South 1300 East, Sandy, Utah

GRANT OF EASEMENT FOR CULINARY, IRRIGATION AND STORM WATER FACILITIES

SCHNEITER ENTERPRISES, LTD., a limited partnership, Grantor, hereby grants, conveys and warrants to **SANDY CITY CORPORATION**, a Utah municipal corporation, Grantee, a permanent, non-exclusive easement and right-of-way for the construction, repair, maintenance, inspection, survey, modification, relocation, replacement or removal of culinary, irrigation and storm water pipelines and reasonable necessary related facilities for the transportation of water through, across, over and under the described premises (the "Utility Easement"), together with all rights of ingress, and egress along said easement 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 the Grantee's use, occupation and enjoyment of this easement, the right to go upon so much of Grantor's property as is reasonably necessary to complete the construction of the pipelines, and the right to place dirt, materials and equipment upon Grantor's property near to or adjacent to the easement. The easement is more particularly described as the following property in Salt Lake County, Utah:

Beginning at an angle point in the southerly boundary of the Schneiter Enterprises, LTD. property as surveyed and marked by a rebar and cap placed by the McNeil Group (See record of survey found as file number S2009010186-01-06 in the office of the Salt Lake County Surveyor.), said point lies North 0°13'26" East 693.61 feet along the section line and West 1563.89 feet from a Salt Lake County monument representing the East Quarter Corner of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian (Basis of bearing for this description is North 0°13'26" East along the section line defined by Salt Lake County monuments marking the east Quarter Corner and Northeast Corner of said Section 5.); thence along the southerly boundary of said Schneiter Enterprises, LTD. property as surveyed by said McNeil Group the following six courses: (1) North 84°08'00" West 596.38 feet; (2) Northwesterly 125.81 feet along the arc of a non tangent curve to the right whose center bears North 6°13'54" East 5757.83 feet, has a central angle of 1°15'07" and a chord bearing and length of North 83°08'33" West 125.81 feet; (3) North 82°31'00" West 441.00 feet; (4) Northwesterly 224.30 feet along the arc of a curve to the right having a radius of 2141.91 feet, a central angle of 6°00'00" and a chord bearing and length of North 79°31'00" West 224.20 feet; (5) North 76°31'00" West 145.89 feet; (6) North 13°29'00" East 10.00 feet; thence South 76°31'00" East 145.89 feet; thence Southeasterly 223.25 feet along the arc of a curve to the left having a radius of 2131.91 feet, a central angle of 6°00'00" and a chord bearing and length of South 79°31'00" East 223.15 feet; thence South 82°31'00" East 440.975

feet; thence Southeasterly 125.587 feet along the arc of a non tangent curve to the left whose center bears North 7°29'02" East 5747.83 feet, has a central angle of 1°15'07" and a chord bearing and length of South 83°08'31" East 125.584 feet; thence South 84°08'00" East 596.54 feet; thence South 6°57'36" West 10.00 feet to the point of beginning. The above described easement contains 15,328 square feet in area.

Grantor and its successors and assigns may use the surface of the Utility Easement for such purposes as will not interfere with the Grantee's use of the Utility Easement.

Grantee shall restore the surface of the Utility Easement (including the removal of any debris) upon constructing, repairing, maintaining, or replacing any irrigation, storm water, or water facilities installed in or under the Utility Easement or in making connections thereto, so that the same will be left in a sightly condition and restored to, as near as practicable, the condition of the surface and any constructed improvements thereon as existed prior to such work. The rights granted to the Grantee hereunder shall be reasonably exercised.

This easement shall be binding on the Grantor and Grantee and their respective successors, assigns, heirs, and beneficiaries.

WITNESS the hand of said Grantor this 13 day of October, 2009.

By George Schmitter

STATE OF Utah)
County of Salt Lake) : ss

On this 13 day of October, 2009, personally appeared before me Kristi Stanley, who being by me duly sworn, did say that he/she is the Partner of **SCHNEITER ENTERPRISES, LTD.**, a limited partnership, and that the foregoing instrument was signed in behalf of said partnership and that said partnership executed the same.

My Commission Expires: 10/9/12

Kristi Stanley
NOTARY PUBLIC
Residing in Salt Lake Co., Utah

