

When Recorded Return to:

Gilson Engineering, Inc.
12401 South 450 East
Bldg. C, Unit 2
Draper, Utah 84020

ENT 137703:2002 PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Nov 18 10:02 am FEE 0.00 BY SN
RECORDED FOR SARATOGA SPRINGS CITY

GRANTOR'S: James & Bonnie Franc JT
Utah County Parcel No: 58:032:0030

EASEMENT

Located in the Northeast Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR(S) hereby grant, convey, sell, and set over unto the Town of Saratoga Springs, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace Sewer pipe lines, valves, valve boxes and other Sewer transmission and distribution structures and facilities, herein after called FACILITIES, said right-of-way and easement, being situate in Utah County, State of Utah, over and through a parcel of the GRANTOR'S land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point South 00°47'41" East 2647.30 feet coincident with the West Line of the East Half of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing measures 5308.45 along monumented line of said West Line) and East 1140.81 feet from the North Quarter of said Section 14, said point also being the centerline alignment of sewer pipe station 9+84 per construction plans produced by Gilson Engineering, Inc., and running: thence South 16.00 feet to the centerline of a sewer manhole station 10+00; thence South 400 feet to sewer station 14+00; thence South 58°59'45" West 400.00 feet to sewer manhole station 18+00; thence South 33°56'59" West 400.00 feet to sewer manhole 22+00; thence South 04°11'06" West 400.00 feet to sewer manhole station 26+00; thence South 23°47'47" East 400.00 feet to sewer manhole station 30+00; thence South 50°25'19" East 400.00 feet to sewer manhole station 34+00; thence South 50°25'19" East 400.00 feet to sewer manhole station 38+00; thence South 50°25'19" East 396.85 feet to sewer manhole station 41+96.85; thence South 73°11'33" East 400.00 feet to sewer manhole station 45+96.85; thence South 31°57'08" East 337.86 feet to sewer manhole station 49+34.70; thence South 31°57'08" East 337.86 feet to sewer manhole station 52+72.56; thence South 400 feet to sewer manhole station 56+72.56; thence South 400.00 feet to existing sewer manhole station 60+72.56, said point being located West 346.71 feet and North 1364.63 feet from the East Quarter Corner of Section 23, of said Township, said point also being the point of ending.

Grantor' property effected from approx. STA. 12+08 to Sta. 17+77

Contains: 0.26 acre approx. 569 ln. ft.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in the GRANTEE, its officers, employees, representatives, agents, and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portions of GRANTOR'S property along and adjacent to the easement as may be reasonably necessary in connection with the construction or repair of the Facilities. The contractor performing the 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 above described premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or with the discharge and conveyance of Sewer through said Facilities, or any other rights granted to the GRANTEE hereunder.

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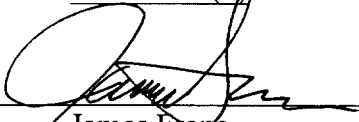
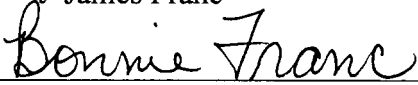
GRANTOR(S) shall not build or construct or permit to be built or constructed any building or other improvement, over or across this right-of-way and easement, nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of 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) have executed their right-of-way and easement this 8 day of November, 2002.

Utah County Parcel No.
58:032:0030

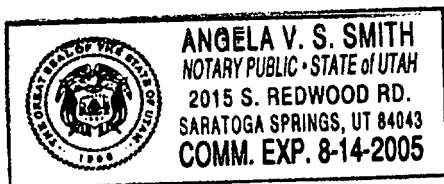
Acreage
0.26 acre
(approx. 569 ln. ft)

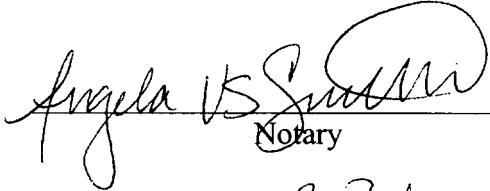
Grantor' property effected from
approx. STA. 12+08 to Sta. 17+77

GRANTOR(S)

James Franc

Bonnie Franc

STATE OF UTAH)
 ss
County of Utah)

On this 8 day of Nov. 2002, personally appeared before me James and Bonnie Franc ~~Angela V.S. Smith~~, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.




Notary
Residing at: 2015 So. Redwood Rd.

My Commission expires: 8-14-2005