

N.W. 1/4 Sec. 5
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Recorded DEC 9 1965 at 1103A-27
Request of Sanitary District #1
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
SNOFEE By *[Signature]* Deputy
Ref. 3844 So. 11# E.

RIGHT OF WAY AGREEMENT FOR
SALT LAKE CITY SUBURBAN SANITARY DISTRICT NO. 1 PIPE LINE

Mailing address 4710 So 7th East

MASATO NAMBA and YUKIE NAMBA, his wife; KAZUTO NAMBA and HANNAH NAMBA, his wife; and JIM NAMBA and KUMENO NAMBA, his wife; all of Salt Lake County, State of Utah, Grantors, do hereby convey and warrant to the Salt Lake City Suburban Sanitary District, Salt Lake County, Utah, organized and existing under and by virtue of the laws of the State of Utah, Grantee, for and in consideration of four (4) sewer connections which the grantors, their assigns, successors, grantees and heirs may make without charge at any time hereafter, a right-of-way to lay, maintain, operate, repair, remove, or replace a sewer pipe line for transportation of sewage through and across the grantors' land and premises in Salt Lake County, State of Utah, more particularly described as follows:

Com in Cen of Big Cottonwood Creek 11.4 chs E and 8.03 chs S from the SW Cor of Sec. 5, T2S, R1E, SL Mer. N 7.68 chs; W 1.98 chs; N 610.44 ft; E 8.48 chs; S 1174.74 ft M or L to sd creek; NW'ly alg creek to beg. 13.32 Ac.

Also Com in Cen of Big Cottonwood Creek 364 ft S & 231 ft E fr SW Cor of Sec. 5, T2S, R1E, SL Mer. N 10.49 chs; S 86°10' E 23.8 rds; S 327.02 ft; E. 1.98 chs; S 7.68 chs to sd creek; NW'ly alg creek to beg. 7.20 Ac.

The center line of said pipe shall extend through and across the above land and premises on a line described approximately as follows:

Enters West property line at a point 202 ft N of the SW Cor of above property, thence East 204 ft, thence South easterly direction 802 ft along the edge of proposed County Freeway to the East property line at a point 183 ft N of the SE Cor of said property. Right of way to include strip of ground approx 70 ft wide for operation of machinery during installation.

The right-of-way hereby granted shall extend a distance of 5 feet on each side of said pipe line, being a total distance of 10 feet in width; and said pipe line shall not extend at any point through grantors' property a distance of more than 20 feet from the aforesaid highway right-of-way.

The grantee hereby agrees that said pipe line shall be located at a depth of not less than 7 feet from the normal ground surface at any point through the aforesaid property.

TO HAVE AND TO HOLD the same unto the Salt Lake City Suburban Sanitary District, so long as such pipe line shall be maintained with the right of ingress and egress to and from said right-of-way, and to maintain, operate, repair, remove or replace the same. The said grantor to fully use the said premises except for the purposes for which this right-of-way or easement is granted to the said grantee. It is understood and agreed that the grantee shall not maintain a roadway or

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any other physical condition or object which will interfere with ordinary farming activities of the grantors, and it is further agreed by the grantee that necessary activities on said properties will, insofar as can reasonably be done, be conducted in such a manner and at such times as to avoid unnecessary interference with farming activities and crops in the area.

The rights hereby granted are subject to the condition that grantee shall compensate grantor at a reasonable appraised valuation for any damages done to grantors' land or crops caused by grantee in the construction, maintenance, repair and operation or replacement of said pipe line. Approximately 18 inches of topsoil equal in quality and texture to that presently existing in the area will be replaced over the top of the pipe line immediately after installation; and grantee shall cause all replaced soil or other material to be suitably compacted or settled in such manner as to leave the grade and slope of the land in the easement area to be farmable as it was before the placement of the sewer pipe line in the area. All manholes shall be located at least 18 inches below the top of the ground; and all fences and irrigation ditches shall be restored to their original condition. All drains which are intersected shall be completely restored.

It is understood and agreed that any and all damages to the grantors' land or crops which may be caused by the grantee as herein provided shall be the liability of the grantee, and it shall not be necessary for the grantors to seek relief, damages or reimbursement from any contractor, subcontractor or other individual or concern whatsoever.

It is understood and agreed by the parties hereto that the grantors contemplate their planting of celery and cabbage during the farming season of 1959 in the area affected by this agreement, and the grantee hereby agrees to perform on its part and to cause said sewer pipe line to be completed in full on or before April 1, 1959, so that grantors may proceed with their regular farming activities in the area.

WITNESS the hands of said grantors this 19th day of February, 1959.

SALT LAKE CITY SUBURBAN
SANITARY DISTRICT

By

Naughton B. Wonnacott
Walter L. Boyle

(SEAL)

Masato Namba
Yukie Namba
Kazuo Namba
Jannah Namba
Jiro Namba
Kumene Namba

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STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 19th day of February, 1959, personally appeared before me Masato Namba and Yukie Namba, his wife; Kazuto Namba and Hannah Namba, his wife; and Jim Namba and Kumeno Namba, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Allen E. Duster
Notary Public--Residing
at Salt Lake City, Utah

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 26 day of February, 1959, personally appeared before me Vaughn B. Wonnacott and Weston L. Bayles who being by me duly sworn did say, each for himself, that he, the said Vaughn B. Wonnacott is the ~~President~~ ^{Acting Chairman} and he, the said Weston L. Bayles is the ~~Secretary~~ ^{Clerk} of Salt Lake City Suburban Sanitary District, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Vaughn B. Wonnacott and Weston L. Bayles each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

J. Ray Davenport
Notary Public--Residing
at Salt Lake City, Utah

