

2319550

BOOK 2827 PAGE 174

Recorded FEB 3 1970 at 4:50 P. M.
Request of STEPHEN G. ROYDEN
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ No. 180 By [Signature] Deputy
Ref. [Signature] 317 E. 2nd South No 604
84111

EASEMENT

AGREEMENT made this 15 day of November, 1969, between
Elsie Elsie A. Park
ALEXANDER D. AND ~~ELSA~~ A. PARK

party of the first part, hereinafter referred to as the "Grantor," and KEARNS IMPROVEMENT DISTRICT, created, organized and existing under the laws of the State of Utah, having its principal place of business at Kearns, County of Salt Lake, State of Utah, party of the second part, hereinafter referred to as the "Grantee";

W I T N E S S E T H

WHEREAS, the grantor is the owner in fee simple of a tract of land located in Salt Lake County; and

WHEREAS, the grantee requires a permanent easement and right of way for the construction, operation and maintenance of utilities, including a sanitary sewer line and pipe or ditches for conveyance of irrigation and flood water across said tract of land owned by grantor;

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR and other good and valuable consideration paid by the grantee to the grantor, the grantor hereby grants unto the grantee, its successors and assigns, a permanent easement and right of way for the purpose of, but not limited to, construction, operation, repair, replacement and maintenance of utilities, including a sanitary sewer line and pipe or ditches for conveyance of irrigation and flood water and the necessary accessories and appurtenances used in connection therewith, together with the right to enter upon grantor's premises for such purpose in, on, over, under, through and along said portion of the land of grantor or so much thereof as is traversed by the following easement which is more particularly described as follows:

Beginning at a point located 432.5 feet west and approximately 261 feet South 0° 14' West, from the Northeast corner of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian, said point of beginning being also the intersection of the Southeasterly no access line

of proposed highway designated as I-215-9, and the Easterly boundary of the grantor's land; thence South 0° 14' West, 65.0 feet along said East boundary; thence South 52° 52' West, 153 feet, more or less to the West boundary of said grantors land; thence North 0° 14' East, 65 feet, more or less to said no access line; thence Northeasterly 155 feet more or less along said no access line being a curve to the right having a radius of 1136.23 feet, to the point of beginning.

The above described tract contains 0.18 acre, more or less.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the say and year first above written.

Alexander D. Park

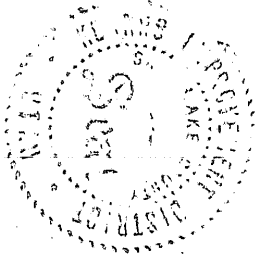
Alsie A Park

Party of the First Part

KEARNS IMPROVEMENT DISTRICT

By Heindel L. Hubler

Walter M. Johnson



STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

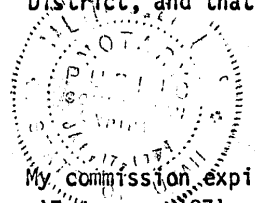
On the _____ day of _____ 1969, personally appeared before me _____ signer(s) of the above instrument who duly acknowledged to me that (s)he (they) executed the same.

My commission expires: _____
CITY, STATE OF UTAH

Walter M. Johnson
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 30th day of January 1970
before me Wendell L. Hibler and Wilford M. Hutchinson ~~1969~~, personally appeared
-----, signers of the above instrument, who
represented to me that they are all Trustees of the Kearns Improvement
District, and that they executed the above instrument.



Edwin Edwards
Notary Public

My commission expires:
17 January 1971

Residing at:
Salt Lake City, Utah