

3557775

EASEMENT

For the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UTAH POWER AND LIGHT COMPANY, a Corporation, as GRANTOR, hereby grants, conveys, sells and sets over unto MIDVALE CITY, a Municipal Corporation, an undivided 7.8%; WEST JORDAN CITY, a Municipal Corporation,, an undivided 29.4%; SALT LAKE CITY SUBURBAN SANITARY DISTRICT NO. 2, a governmental entity, an undivided 11.8%; SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a governmental entity, an undivided 31.4%; and SANDY SUBURBAN IMPROVEMENT DISTRICT, a governmental entity, an undivided 19.6%, as GRANTEES, their successors and assigns, perpetual rights of way and easements to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called "Facilities", said rights of way and easements being situate in Salt Lake County, State of Utah, as follows:

(1) Over and through a parcel of Grantor's land lying within a strip ten feet (10') wide, said strip lying parallel and adjacent to the west side of a line of reference more particularly described as follows:

Beginning at a point that is North 2146.55 feet and East 2090.89 feet from the Southwest corner of Section 26, T2S, RLW, SLB&M and running thence N 3° 36' E, 1281.57 feet; thence N 2° 00' E, 521.01 feet; thence N 8° 37' W, 685.27 feet; thence N 25° 49' E, 392.00 feet, together with a temporary construction easement twenty feet (20') wide lying parallel and adjacent to the west of the above described easement.

APPROVED AS TO DESCRIPTION
M.L.

(2) Also over and through a parcel of 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 which is north 4976.72 feet and east 2257.59 feet from the southwest corner of Section 26, T2S, RLW, SLB&M and running thence N 25° 49' E 35.86 feet; thence N 0° 12' 46" E 119.51 feet; thence N 89° 42' 56" E, 60.0 feet to the Jordan River, together with a temporary construction easement thirty (30) feet wide, lying on the south and east side of the above described easement.

In addition to the foregoing, Grantor hereby grants, conveys, sells and sets over unto the above-named Grantees, a perpetual rights of way and easements to construct, maintain, operate, repair, inspect, protect, install, remove and replace a sewer head works, together with all related facilities within that portion of the Grantor's land located in Salt Lake County, State of Utah, which is more particularly described as follows:

Beginning at a point that is North 2151.27 feet and East 2010.68 feet from the Southwest corner of Section 26, T2S, RLW, SLB&M and running thence S 86° 24' E, 85.0 feet; thence S 3° 36' W, 90.0 feet; thence N 86° 24' W, 85.0 feet; thence N 3° 36' E, 90.0 feet to the point of beginning. Contains 0.176 acres.

TO HAVE AND TO HOLD the same unto said Grantees, their successors and assigns, so long as such Facilities shall be

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maintained with the right of ingress and egress in said Grantees, their officers, employees, agents or assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities. During construction periods, Grantees and their agents may enter upon and utilize temporarily, the temporary construction easements described hereinabove, but limited to the boundary of the Grantor's property or easements. Grantees agree that they will require any contractor or other person employed by them to install the sewage pipelines to maintain a six foot (6') minimum clearance between the lowest conductors on the Grantor's power lines and the maximum vertical reach of those equipment booms operated by the contractor. Grantees agree that the Grantor shall have free and unimpeded access to use those lands and easements described hereinabove where not inconsistent with the rights of way hereby granted to the Grantees. Grantees further hereby indemnify and hold Grantor harmless from any and all loss, damage or liability in any manner caused or arising out of the construction, reconstruction, operation, repair, replacement or maintenance of the sewer pipelines and appurtenant structures by the Grantees over, under and through the rights of ways herein granted. This rights of way and easements grant shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this rights of way and easements agreement by and through its duly authorized representative this 24th day of March, 1981.
 April

UTAH POWER AND LIGHT

BY: [Signature]
 Its: Vice President

[Handwritten initials]

ATTEST:
[Signature]
 Secretary

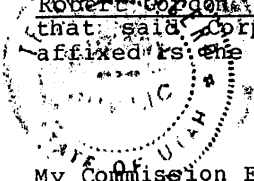
No fee
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 REQ OF
 Salt Lake County Dist #1
 APR 27 3 58 AM '81
 KATIE L. BYRON
 RECORDER
 SALT LAKE COUNTY
 UTAH

*C/O M-S. WILSON
 300 W. Main St. Salt Lake City 84103*

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

April

On the 24th day of March, 1981, personally appeared before me F. N. Davis and Robert Gordon, who being by me first duly sworn did say, each for himself, that he the said F. N. Davis is the Vice President Robert Gordon, that he, the said Robert Gordon, is the Secretary of UTAH POWER AND LIGHT COMPANY, a Corporation, 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 F. N. Davis and Robert Gordon, each duly acknowledged to me that said Corporation executed the same, and that the seal affixed is the seal of the Corporation.



Jerris A. Lucero
 NOTARY PUBLIC
 Residing in: Salt Lake City, Utah

My Commission Expires:
September 4, 1983

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