

4211899

Return To: Michael MAZURAN
Atty.
9 Exchange Place #100
S.C.C. Ut 84111

EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS hereby grant, convey, sell, and set over unto the Salt Lake County Sewerage Improvement District No. 1, 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 pipelines, manholes, laterals and other sewer collection and transmission structures and facilities, hereinafter called Facilities, said right-of-way and easement being situated in Salt Lake 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 laying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point 10 feet West of the West Right-of-Way line of State Street along the Northerly property line of 10510 South Street, said point also being North 0° 02' West, 610.7 feet and East 40 feet, more or less, from the Southeast Corner of the Northeast Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, to the point of beginning and running thence North 0° 02' West parallel to the West Right-of-Way line of State Street a distance of 1,790 feet to a point approximately 10 feet South of the Center of Dry Creek.

Contains .82 acres

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 said 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 said Facilities. During construction periods, GRANTEE and its agents may use such portion of Grantors property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said 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. GRANTORS shall have the right to use said 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 collection and conveyance of sewage through said Facilities, or any other rights granted to the GRANTEE hereunder.

This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and easement this

3rd day of March, 1986.

South Towne Partners, A Colorado General Partnership
by its Managing General Partner, Turnmar Development Corporation.

Edwin Hansen
V.P. & Reg. Mngr.

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 3rd day of March, 1986, personally appeared before me,

Edwin Hansen, the signers of the above instrument, who duly acknowledged to me they executed the same.

Dorothy D. Stah
Notary Public
Residing in Salt Lake City, Utah

My Commission Expires
5-3-88

RECORDED
S. J. Co. Sewerage
MAR 1 3 49 PM '86
SALT LAKE COUNTY,
UTAH
KATHLEEN HANAU
REGISTRAR
RICHARD SLIVE
No Fee

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