

4211900

EASEMENT

Return to Michael MAZURAN
9 Exchange Place # 100
S.C.C. Ct 8411

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 more particularly described as follows:

Beginning at a point 20 feet West of the South 0° 02' West projection of the West Right-of-Way line of State Street as it crosses 10600 South Street, said point also being East 30 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 536.3 feet to the Southerly property line of 10510 South State Street, thence North 89° 01' East along said property line a distance of 20.0 feet to the West Right-of-Way line of State Street, thence South 0° 02' East along said Right-of-Way line a distance of 536.7 feet, thence West a distance of 20.0 feet to the point of beginning.

Contains: 0.25 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.

K. Edwin Hansen
V.P. - Reg Mngt.

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

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

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

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

My Commission Expires

5-9-88
dsk: TLA67

Richard Silva
S. J. Co. Surveyors
Dist #1
MAR 7 3 49 PM '86
KATHLEEN
RECORDED
SALT LAKE COUNTY,
UTAH

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