

no fee

Project No. 87CI058A

GRANT OF EASEMENT

4469742
05 JUNE 87 11:01 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CO WATER CONSERVANCY DIST
PO BOX 15618 SLC, UT 84115-0618
REC BY: REBECCA GRAY, DEPUTY

Eat-A-Burger Ltd., and Daw, Incorporated, a Utah Corporation, of Salt Lake County, State of Utah, "Grantor", for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the Salt Lake County Water Conservancy District, a body corporate and politic of the State of Utah, "Grantee", and its successors and assigns, a perpetual pipeline easement and a temporary construction easement in those portions of Grantor's land situated in Section 29, Township 2 South, Range 1 East, Salt Lake County, State of Utah.

The easement hereby granted consists of perpetual right of ingress and egress to the land hereinafter described, together with the perpetual right to construct, reconstruct, operate, repair, replace and maintain a water pipeline and appurtenant structures over, under, across, and through a strip of land ten feet (10') in width, and a temporary construction easement to continue in effect for six (6) months from the date of execution hereof, over, under, across, and through an additional strip of land ten feet (10') in width, both easements being more particularly described as follows:

PERMANENT EASEMENT

A 10-foot easement, 5 feet on each side of the following described centerline:

Beginning at a point South 0°04'01" West along the quarter section line 332.49 feet and West 880.01 feet from the North quarter corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being on the east right-of-way line of 900 East Street; and running thence South 89°38'44" East 134.17 feet.

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Grantor shall have and maintain only a limited right to occupy and use the surface of the land burdened by the perpetual easement. Grantor shall not build or otherwise place upon the land burdened by this easement any permanent structure or building, or plant trees, shrubs, other plants or crops whose root zones would contact or interfere, in any way with Grantee's pipeline. Grantor shall have the right, however, to cross or cover the burdened land with sidewalks, curbs and gutters, roadways, driveways, fences, or other similar improvements, but only upon the written consent of Grantee, which consent shall not be unreasonably withheld.

DATED the 19th day of March, 1987.

GRANTOR:

Daw Inc. 4080 So. West Temple
EAT-A-BURGER LTD

By: [Signature]

Its: Vice Pres.

State of Utah)
: SS.
County of Salt Lake)

On the 19th day of March, 1986, personally appeared before me Ryan S. Daw, who being by me first duly sworn stated that he is the Vice Pres. of Daw Inc. Eat-A-Burger Ltd., that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Ryan S. Daw acknowledge to me that said corporation executed the same.

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[Signature]
Notary Public

Residing in: SOUTH JORDAN

My commission expires

9-1-90

