

Utah Department of Transportation  
Roadway Design  
Fourth Floor  
4501 South 2700 West  
Salt Lake City, Utah 84119-8900

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Salt Lake City, Utah 84119-8900

### Easement

Salt Lake County

Parcel No. 215-9:300:3MTE2Q  
Project No. I-215-9(6)297

4916716

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, Grantee, at 1800 West 4700 South, County of Salt Lake, State of Utah, zip 84119, for the sum of Ten dollars (\$10) and other valuable consideration \_\_\_\_\_ Dollars,

and other good and valuable considerations, a temporary construction easement situate in the NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> of Section 17, T. 2 S., R. 1 W., S.L.B.& M., in Salt Lake County, Utah, for the purpose of constructing, reconstructing, operating, repairing, replacing and maintaining a water line and appurtenant parts thereof, over, across and through said part of an entire tract. Said part of an entire is described as follows:

Beginning at the Northwest corner of Lot 728 of Willow Bay No. 7 Subdivision, a recorded subdivision in said Section 17, T. 2 S., R. 1 W., S.L.B.& M., which point is 1,085.70 ft. S. 89°57'26" W. from the East Quarter corner of said Section 17; and running thence S. 89°57'26" W. 83.72 ft. along the south line of Willow Bay No. 6, a subdivision in said Section 17, to the centerline projected of 3370 West Street; thence S. 0°03'02" E. 20.00 ft. along said projected centerline; thence N. 89°57'26" E. 38.58 ft.; thence S. 51°57'16" E. 57.30 ft. to the west line of said Willow Bay No. 7 Subdivision; thence North 55.35 ft. along said west line to the point of beginning. The above described part of an entire tract of property contains 2,472 square feet in area or 0.06 acre.

(Note: Basis of bearing is from the East Quarter corner to the Southeast corner of said Section 17, which bearing is S. 0°06'32" E.)

THE GRANTOR ITS SUCCESSORS OR ASSIGNS, SHALL NOT build thereon any permanent structure or building, nor plant large trees whose root zones would contact or interfere with the pipeline. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, driveways, fence or similar improvements,

THE GRANTEE HEREBY AGREES to compensate the Grantor, a reasonable appraised value for any damages done to Grantors land or crops caused by Grantee in the construction, maintenance, repair, operation or replacement of said line or appurtenant facilities.

Continued on page 2 15 MAY 90 11:12 AM  
4916716  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH STATE DEPT OF TRANSPORTATION  
REC BY: TONY TAFOLA, DEPUTY

NO FEE

BK6220PG2871

MAIL

BK6220Pg2872

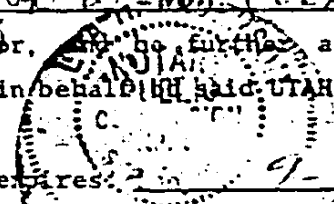
IN WITNESS WHEREOF, the said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this 9th day of May, A.D. 1970, by its Director.

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

UTAH DEPARTMENT OF TRANSPORTATION  
By Sheldon W. McKee  
for Director

On the date first above written personally appeared before me, Sheldon W. McKee, who by me duly sworn did say that he is the <sup>Acting</sup> Director, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

My Commission expires:



9-10-91

Sheldon W. McKee  
Notary Public