

WHEN RECORDED PLEASE MAIL TO GRANTEE:
Solitude Improvement District #88
P.O. Box 21350
Salt Lake City, Utah 84121-0350

5859440
06/27/94 03:56 AM ***NO FEE***
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SOLITUDE IMPROVEMENT DIST
REC BY: B GRAY DEPUTY - NP

5859440

GRANT OF EASEMENT
for
Construction and Maintenance of Sanitary Sewer Line

KNOW ALL MEN BY THESE PRESENTS that Brighton Corporation, (Grantor), does hereby grant, convey and warrant to the Solitude Improvement District, a public improvement district and to its successors and assigns (Grantee), of Salt Lake County, Utah, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a perpetual permanent easement and right-of-way appurtenant to and in, over, upon and across a portion of the real property described in Exhibit B attached hereto and incorporated herein by this reference in which Grantor has an ownership interest, said easement to be TEN (10) FEET in width, (Easement Property), the center line being the actual location of Grantee's sewer line as described in the plat map attached hereto as Exhibit A and incorporated herein by this reference. Grantee shall have the right to use the Easement Property to construct, bury, locate, operate, maintain, alter, repair, relocate, inspect, and remove any portion of Grantee's sewer system and related facilities (System). Grantee shall have the right of ingress and egress to and from the Easement Property across any real property owned by Grantor that is contiguous to the Easement Property, including adequate access for equipment necessary to perform installation, maintenance and repair of the System. After the System is in place, nothing shall be constructed on or over the top of said System without the prior written consent of Grantee. The easement and right-of-way granted herein shall terminate when the purposes for which they are granted no longer exist. Failure to insist on strict performance of any provision hereof shall not be construed as a waiver thereof, and any waiver of the provisions hereof must be in writing and signed by the party whose rights are waived. All provisions of this instrument, including the benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns. Any party who prevails in an action to enforce the terms hereof shall be entitled to reasonable attorneys' fees and costs incurred in connection therewith.

SUBJECT TO the duty of Grantee to restore the existing surface to as close a natural state as possible under the circumstances, and otherwise perform obligations imposed upon it by contract or by law, and to repair any surface damage caused by Grantee's invasion or occupancy to service the easement or the sewer line and fixtures contained therein, at its expense and within a reasonable time, and in accordance with the standards established for the initial installation.

IN WITNESS WHEREOF, Grantor has executed this document on this 6th day of May, 1994.

Brighton Corporation
By [Signature]
Grantor -

Grantor -

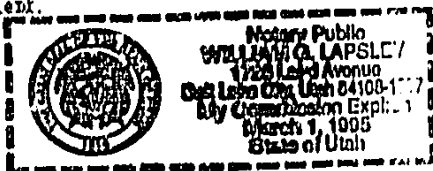
Address - P.O. Box 58139

Address - Salt Lake City, Utah 84158

State of Utah)
) ss:
County of Salt Lake)

Address -

On the 6th day of May, 1994, personally appeared before me [Signature], who being by me duly sworn, did say that he and/or she is the Singhany - Roberts of Brighton Corporation and duly authorized to execute the foregoing instrument.



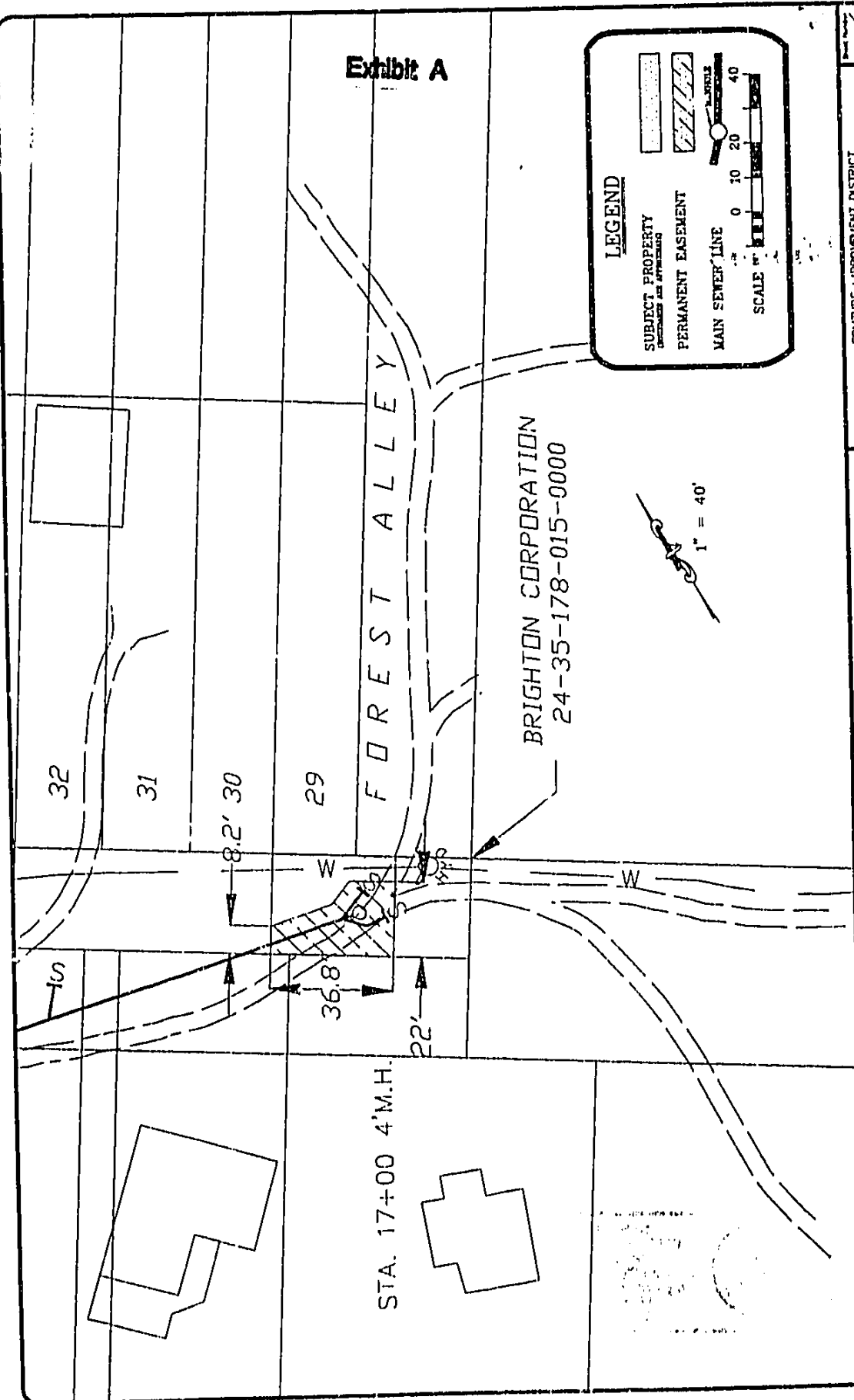
[Signature]
Notary Public
Resides: Salt Lake City, Utah

Commission Expires: March 1, 1995
Property Tax Serial No. 24-35-170-015-0000
Property Location Area: Brighton - Prospect Street

CO. REC'D
-P007667-1

BK 6969 PE 0386

Exhibit A



LEGEND

- SUBJECT PROPERTY (dotted pattern)
- PERMANENT EASEMENT (hatched pattern)
- MAIN SEWER LINE (solid line with valve symbol)

SCALE: 1" = 40'

0 10 20 40

Project Number: _____		Checked By: _____	
Drawn By: _____		Date: _____	
Project Name: _____		Scale: _____	
Project Location: _____		Project Number: _____	
Project Description: _____		Project Date: _____	

SOUTHWEST IMPROVEMENT DISTRICT
 BIG COTTONWOOD CANYON S. PRIMARY SEWER - PHASE 3B
 BRIGHTON-EASEMENT DESCRIPTIONS

DECKHOFF WATSON AND PREATOR ENGINEERING
 2411 LANE CITY
 ENGINEERS PLANNERS SURVEYORS

EW

BK6969PG0387

Exhibit B

VTDI 24-35-178-015-0000 DIST 40
BRIGHTON CORP
PRINT P UPDATE N
LEGAL N
TAX CLASS
EDIT 1 BATCH NO 126
SALT LAKE CTY UT 841580139 BATCH SEQ 493
LOC: 12652 E PINE ST # APXBT EDIT 1 BOOK 6560 PAGE 2780 DATE 12/11/92
SUB: TYPE UNKN PLAT

TOTAL ACRES	0.04
REAL ESTATE	500
BUILDINGS	0
MOTOR VEHIC	0
TOTAL VALUE	500

PROPERTY DESCRIPTION
BEG NW COR LOT 29, BLK 4, SILVER LAKE SUMMER RESORT; N 87°
33' W 29.36 FT; S 2°27' W 58 FT; S 87°33' E 29.36 FT; N 2°
27' E 58 FT TO BEG. 0.04 AC M OR L.

BK6969PG0388