

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____
Mail tax notice to _____ Address _____

GRANT OF EASEMENT

Grantor
of S. M. Horman, County of Salt Lake
Salt Lake City, State of Utah, hereby CONVEY AND WARRANT to SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, Grantee, its successors, and assigns, of Summit County, Utah for the sum of Ten Dollars and Other Good and Valuable Consideration, the right, privilege and authority to construct, operate, replace, repair and maintain sewers and pipes including all necessary fixtures under, across and upon the following described real estate owned by Grantor situated in the County of Summit, State of Utah:

See Attachment A.

Entry No. **234013**
REQUEST OF Snyderville Basin 5-1-0.
FEE N.C. By Susan Johnson
ALAN SPRIGGS, SUMMIT CO. RECORDER
RECORDED 5-10-85 at 9:00 M

Said easement being the right to construct, operate, replace, repair and maintain sewer and pipes under or across said easement and a right of access thereto across Grantor's property along any reasonable route designated in writing by the Grantor thereof and accepted by the Grantee, or in the absence of such reasonable designation and acceptance, a reasonable right of access as designated by the Grantee, its agents, or employees.

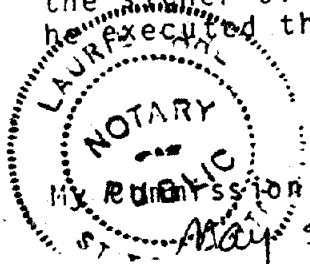
This Grant includes the right of the Grantee, its agents and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from the said easement any tree, brush, structure or obstruction of any kind of character whatsoever which, in the sole judgement of the Grantee may endanger the safety of or interfere with the operation and maintenance of said Grantee's facilities.

The Grantors covenant that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above-described land and has the right and authority to make and execute this Grant of Easement.

x S. M. Horman

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 30th day of April, A.D. 19 85,
personally appeared before me S. M. Horman
the signer of the within instrument, who duly acknowledged to me that he executed the same.



559. 341-219-20 x Laurie Earl
Notary Public

Residing at: SL County, UT

A 20.00 foot wide Sanitary Sewer Easement lying 10.00 feet on either side of the following described centerline:

Line A

Beginning at a point on the South line of Grantors property which point is S 89°31'53" W 1258.44 feet along the Section line from the Southeast corner of Section 35, T1S-R4E SLB & M and running thence N 3°13'28" E 35.50 feet; thence North 200.00 feet more or less to the Southerly Right of Way line of US Highway 40.

Line B

Also beginning at a point on the Northerly Right of Way line of US Highway 40 which point is also S 89°31'53" W 1252.72 feet along the Section line and N 0°28'07" W 454.41 feet from the Southeast corner of said Section 35, and running thence North 77.00 feet to reference pt "A"; thence N 0°20'40" W 499.01 feet; thence N 0°54'21" W 60.00 feet more or less to the boundary line of Utah Power & Light Company property.

Line C

Also beginning at a point on the Northerly line of Utah Power & Light Company property, which point is N 67°26'06" W 89.28 feet from a Northeast Corner of said property (deed bearing is N 66°49'00" W), which point is also N 0°37'06" W 1237.46 feet along the Section line and S 89°22'54" W 1249.34 feet from the Southeast Corner of Section 35, T1S-R4E SLB & M and running thence N 0°54'21" W 239.27 feet; thence N 0°05'34" W 499.57 feet; thence N 23°46'20" W 367.62 feet; thence N 49°43'23" W 120.00 feet more or less to the Utah Power & Light Company property line.

Line D

Also beginning at a point which is N 89°07'58" E 2102.10 feet from the Northwest corner of Section 35 T1S-R4E SLB & M and running thence S 23°43'42" E 262.25 feet; thence S 18°41'20" E 499.33 feet; thence S 24°06'46" E 386.75 feet; thence S 16°00'50" E 344.36 feet; thence S 27°25'36" E 200.00 feet more or less to the East line of Grantors Property.

Together with a 100.00 foot wide temporary easement for construction as follows:

Line A

From said point of beginning a strip of land parallel to and abutting the West R/W line of the Union Pacific Railroad.

Line B

From said point of beginning a strip of land parallel to and abutting the Westerly R/W line of the Union Pacific Railroad to reference point "A"; thence 50.00 feet on each side of the described centerline, not to exceed Grantors property line.

Line C & D

From said point of beginning 50.00 feet on each side of the described centerline.

All temporary construction easements to become null and void 60 days after approval of construction and acceptancy by the Snyderville Basin Sewer Improvement District.