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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
GUARDIAN TITLE
REC BY: JANET WONG , DEPUTY

EASEMENT

4558992

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VALLEY MATERIALS CORPORATION, a Utah corporation ("Grantor") hereby grants, conveys and sets over to the SOUTH VALLEY WATER RECLAMATION FACILITY BOARD ("Grantee"), its successors and assigns, a right of way and easement to install, construct, maintain, operate, repair, inspect, remove and replace sewer pipelines, valves, valve boxes, metering stations and other sewer transmission and distribution structures and facilities, (hereinafter called "Facilities"), said rights of way and easements being situated in Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be maintained, together with the right of ingress and egress in said Grantee, its officers, employees, contractors, 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; provided; however, that those portions of the easement designated as construction easements shall be temporary in nature and shall continue for such period of time as reasonably necessary for Grantee to complete its construction of the Facilities within the easement, after which Grantee shall execute and deliver to Grantor written termination, in recordable form, of each portion of the easement designated as a construction easement.

Grantor hereby represents that it does not intend to and agrees that it will not voluntarily develop "wetlands" as the term is used and defined by the U.S. Army Corp of Engineers ("Corp") over any portion of the above-described easement or over any property lying between the presently proposed 7200 South Street extension and the above-described easement; provided; however, that Grantor cannot and does not render or make any representation or agreement as to what the Corp may require of Grantor with respect to construction and location of wetlands on Grantor's property and any action required of Grantor by the Corp will not be deemed to be the voluntary action of Grantor, and further provided that Grantee in accepting this easement shall not be deemed to have waived its easement rights in any respect or to have agreed to any action or directions by the Corp with respect to the location or development of any wetlands, and Grantee hereby specifically reserves all rights to resist any actions or directions by the Corp which may interfere with or otherwise affect or infringe upon the easement or property rights

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held by the Grantee. Grantor's use of Grantor's property shall not interfere with the Facilities, full access thereto, the discharge and conveyance of sewage through said Facilities or with any other rights granted to the Grantee by the Grantor hereunder or under the Agreement of the parties dated July 22, 1987.

This right of way and easement grant shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and may be assigned in whole or in part by the Grantee.

IN WITNESS WHEREOF, the Grantor has executed this right of way and easement this 9th day of November, 1987, by and through its duly authorized representatives.

VALLEY MATERIALS CORPORATION

ATTEST:

Roberta A. McConnell
Vice-President

BY Robert L. Soehnlen
Its President

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

On the 9th day of NOVEMBER, 1987, personally appeared before me Robert L. Soehnlen and ROBERTA A. McCONNEL, who being by me duly sworn, did say, each for himself, that (s)he, the said ROBERT L. SOEHNLEN, is the president, and (s)he, the said ROBERTA A. McCONNEL, is the ~~vice-president~~ SECRETARY, of Valley Materials Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said ROBERT L. SOEHNLEN and ROBERTA A. McCONNEL each duly acknowledged to me that said corporation executed the same.

MY COMMISSION EXPIRES:

2-27-91

J. Ann Robinson
NOTARY PUBLIC

RESIDING AT: SALT LAKE CITY, UTAH

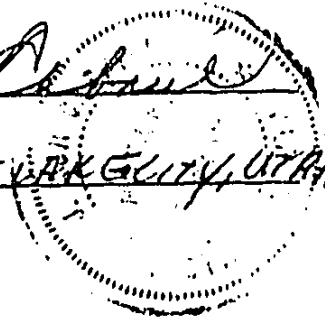


EXHIBIT "A"

**Easement Descriptions for
Interceptor and Siphon Across
Valley Materials Property**

A 120.00 foot temporary construction easement and a 30.00 foot permanent easement for sanitary sewer purposes over, under and across that part of the north half of Section 26, Township 2 South, Range 1 West S.L.B. & M.; lying east of the east bank of the Jordan River, Salt Lake County, Utah. The centerline of said temporary and said permanent easement is described as follows:

Commencing at a point $S00^{\circ}19'02''W$ (assumed basis for bearings) 1221.23 feet along the east line of said Section 26 said line also being the centerline of 700 West Street to the centerline of 7200 South Street and $N89^{\circ}49'31''W$ 53.00 feet to the west line of 700 West Street from the Northeast corner of said Section 26; thence along the centerline of a proposed highway as follows: $N89^{\circ}49'31''W$ 392.98; thence Northwesterly 1178.94 feet along the arc of a 1314.50 foot radius curve to the right having a central angle of $51^{\circ}23'12''$ whose chord bears $N64^{\circ}07'54''W$ and thence northwesterly 663.61 feet along the arc of a 1457.98 foot radius curve to the left having a central angle of $26^{\circ}18'34''$ whose chord bears $N51^{\circ}35'35''W$ and said centerline there terminating.

Together with a 50 foot by 40 foot construction easement and a 30 foot by 30 foot perpetual easement for the purpose of a sanitary sewer meter and sampling station, said construction easement and perpetual easement being centered lengthwise and parallel to the north easement line and being described as follows:

Beginning at the terminus of the first above described easement line; thence $S89^{\circ}22'10''W$ 795.43 feet; thence said construction easement being 25 feet on either side of and parallel to and said perpetual easement being 15 feet also on either side of and parallel to a line which bears $N00^{\circ}37'50''W$ for a distance of 70 feet for the construction easement and 60 feet for the perpetual easement there terminating.

Together with a 66.00 foot temporary construction easement and a 30.00 foot perpetual easement for sanitary sewer purposes the centerline of which is described as follows:

Beginning at the terminus of the first above described easement line; thence South $89^{\circ}22'10''W$, 895 feet more or less to the east bank of the Jordan River, and said centerline there terminating.