

WHEN RECORDED, PLEASE RETURN TO:
TAYLORSVILLE-BENNION IMPROVEMENT DIST.
1800 WEST 4700 SOUTH
SALT LAKE CITY, UTAH 84118

Salt Lake R043
S#27606

NO FEE

RIGHT OF WAY EASEMENT

Water
(Underground)

5431198
08 FEBRUARY 93 04:51 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
TAYLORSVILLE BENNION
REC BY: SHARON WEST , DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

5431198

THAT for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned PHILLIPS PETROLEUM COMPANY, a Delaware corporation with an office at Bartlesville, Oklahoma, hereinafter referred to as "Grantor", does hereby grant unto TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic, Salt Lake City, Utah, hereinafter referred to as "Grantee", its successors and assigns, an easement and right of way for the construction, maintenance, operation, repair and replacement of a water line upon, under and through the following described real property and premises situated in the County of Salt Lake, State of Utah, to-wit:

A 16.00 foot wide water line easement lying 8.00 feet each side of the centerline of an existing water line, more particularly described as follows:

Beginning at a point on the centerline an existing water main, said point also being on the southerly boundary line of the Phillips Petroleum property and the north right of way line of 5400 South Street, said point being located North 52.86 feet and West 268.48 feet from the South Quarter Corner of Section 9, T2S-R1W, Salt Lake Base and Meridian; and running thence along the centerline of said water line North 0°45'00" West 89.00 feet, thence North 5°30'00" West 58.27 feet to the northerly boundary line of said Phillips Petroleum property. (Basis of Bearing is S 89°58'11" W [A.R.P.] from the South Quarter Corner to the Southwest Corner of Section 9, T2S-R1W, Salt Lake Base and Meridian.)

together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with Grantee's use, occupation or enjoyment of this easement.

This grant is subject to all grants, easements, rights and rights of way heretofore reserved or granted and/or now existing on said premises.

Grantee agrees to pay for any damages to said premises above described arising out of the exercise of the rights herein granted. Grantee agrees to indemnify and hold Grantor harmless of and from any liability for damages of whatsoever kind whether to persons or property arising out of or in connection with the exercise of Grantee of those rights granted herein.

The Grantor 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, fences or similar improvements. Further, other utilities may be installed in the easement area and additional easements may be granted in the easement area for such other utility lines.

Grantee further agrees to remove and relocate, at Grantor's expense, said water line to an alternate location, or locations, designated and furnished by Grantor upon said premises at any time upon thirty (30) days notice in writing from Grantor to Grantee.

The easement, rights and rights of way granted herein shall continue so long as the same shall be used for the purposes above mentioned, and upon termination hereof, Grantee shall remove all of its property from said premises above described.

BK6602P80778

The terms, covenants and provisions hereof shall extend to and be binding upon Grantor and Grantee and their assigns and successors in interest.

EXECUTED this 13th day of MARCH, 1992.

PHILLIPS PETROLEUM COMPANY

By John A. Houston
Attorney-in-Fact

STATE OF OKLAHOMA)
)SS.
COUNTY OF WASHINGTON)

On this the 13th day of March, 1992, before me KAREN L. HARGROVE,
a Notary Public, personally appeared JOHN A. HOUSTON,
known to me to be the person whose name is subscribed as attorney-in-fact
for PHILLIPS PETROLEUM COMPANY, and acknowledged that he executed the same
as the act of his principal for the purposes therein contained.

In witness whereof I herunto set my hand and official seal.

My commission expires:

Karen L. Hargrove
Notary Public

