

GRANT OF EASEMENT

KAYLENE ASHTON, TRUSTEE; FRED HUNINGTON and CAROL HUNTINGTON, his wife, Grantors, Wasatch County, State of Utah, hereby grants to HEBER CITY, a Municipal Corporation, Grantee, its successors and assigns, a certain perpetual and temporary easement hereinafter described. The easement conveyed hereunder is conveyed by the Grantor for consideration of One Dollar (\$1.00) and other good and valuable compensation, payment and receipt of which is hereby acknowledged.

The easement hereby granted consists of a perpetual easement to construct, operate, repair and replace the sewer line on, over, across and through a strip of land $16\frac{1}{2}$ feet wide lying $8\frac{1}{2}$ feet on each side of and parallel and adjacent to the following described center line; and a temporary initial construction easement to be on, over, across and through a strip of land 30 feet wide lying 15 feet on each side and parallel and adjacent to the below described centerline.

The easement referred to above and granted hereby lies in those portions of Grantor's land situated in Section 6, Township 4 South, Range 5 East of the Salt Lake Base and Meridian and said easement traverses said land in the following manners:

BEGINNING 1981.30 feet South and West 305.85 feet from the East quarter corner of Section 6, Township 4 South, Range 5 East, Salt Lake Meridian; thence running South $00^{\circ}27'22''$ West 251 feet.

ENTRY NO. 109032 DATE JAN. 3, 1977 TIME 3:53 P.M. FEE NO FEE
 RECORDED FOR HEBER CITY BOOK 109 PAGE 677-79
 RECORDER Mary S. Gupton BY Lisa A. Zupan

Grantee, in accepting this grant, agrees to abide by the following terms and conditions:

1. Upon completion of the installation, the land disturbed by the installation will be graded and refilled as near as may be to its existing condition.
2. Any and all damage done to any fences will be fully repaired and the fences will be placed in their existing condition.
3. Any and all damage to crops, trees and shrubbery by reason of use of said easement will be reasonably adjusted or restored to their existing condition.
4. The Grantors shall have a limited right to occupy and use the surface of the perpetual easement. They shall not build thereon any permanent structure or building, nor plant trees or shrubs 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.

Dated this 31st day of December, 1976.

Fred Huntington
Grantor

Carol Huntington
Grantor's Wife
Kaylene A. Ashton, Trustee

The foregoing Grant of Easement and the conditions thereby imposed on the City as Grantee are hereby accepted by the City, and the City agrees to comply with said conditions.

HEBER CITY

BY: Paul R. Hewitt

STATE OF UTAH)

) ss
COUNTY OF WASATCH)

On the 31 day of Dec, 1976, personally appeared before me KAYLENE ASHTON, TRUSTEE, FRED HUNINGTON and CAROL HUNTINGTON, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

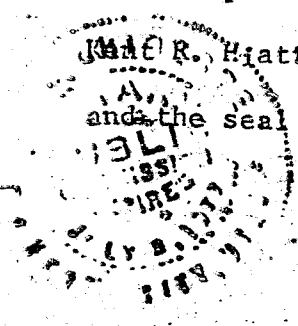
Paul R. Hewitt
Notary Public
678

STATE OF UTAH)

: ss

COUNTY OF WASATCH)

On the *31st* day of *December*, 1976, personally appeared before me, Kent R. Hiatt, who duly acknowledged to me that he is the Mayor of the City of Heber, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its City Council, and the said Hiatt duly acknowledged to me that said corporation executed the same; and the seal affixed is the seal of said corporation.



John Z. Chedoke

Notary Public

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