

GRANT OF EASEMENT

THOMAS I. BAUM

and MARGERY BAUM

(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 manner:

COMMENCING 1981.30 feet South and South $00^{\circ}27'22''$ West 250 feet and West 305.85 of the East quarter corner of Section 6, Township 4 South, Range 5 East of the Salt Lake Meridian; thence running South $00^{\circ}27'22''$ West 236 feet.

ENTRY NO. 109033 DATE JAN. 3, 1977 TIME 3:54 P.M. FEE NO FEE
RECORDED FOR HEBER CITY BOOK 109 PAGE 680-2
RECORDER Mary E. Chipman BY Laura 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 31 day of December, 1976.

Thomas I. Baum
Grantor

Margery Baum
Grantor's Wife

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: Ken R. Heath

STATE OF UTAH)
 : ss
COUNTY OF WASATCH)

On the 31 day of Dec, 1976, personally appeared before me THOMAS I. BAUM and MARGERY BAUM, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Thomas I. Baum
Notary Public

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 Kent R. Hiatt duly acknowledged to me that said corporation executed the same; and the seal affixed is the seal of said corporation.



John Z Chedister

Notary Public

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