

Recorded at Request of Clyde & Mescham SEP 6 1960
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1734962
BOOK 1739 PAGE 273 By Gen. Faulkham Dep. Ref. GRANT OF AN EASEMENT

Oct. 16, '58 351 S. State S.L.C. 11

Harold Richardson & Allie B. Richardson

of Salt Lake County, Utah, hereby grant and convey unto the GRANGER-HUNTER IMPROVEMENT DISTRICT a body politic of Salt Lake County, Utah, its successors and assigns, for One Dollar and other valuable consideration, the receipt whereof is hereby acknowledged, the temporary and perpetual easement hereinafter described for installation of a sewer pipeline and appurtenant facilities over, across, under and through those portions of grantors' lands lying in the South half of the South half of Section 26, T. 1 S., R. 2 W., Salt Lake Base and Meridian, and traversed thereby.

Temporary easement during construction of the sewer line and appurtenant structures for construction purposes on, over, across and through a strip of land 20 feet wide, lying 10 feet on each side of and parallel and adjacent to the following described centerline:

Beginning on the North right-of-way line of 3500 South Street at a point which lies N. 89°-59' E., 452.8 feet and N. 0°-01' W. 33 feet from the South Quarter Corner of Section 26, T. 1 S., R. w W., S.L.B. and M. and running thence N. 0°-01' W. 117.0 feet, thence S. 89°-59' W. 185.5 feet, thence N. 0°-01' W. 90.2 feet, thence S. 89°-59' W. 256.5 feet.

Perpetual easement to construct, reconstruct, operate, repair, replace and maintain the sewer line and appurtenant structures on, over, across and through a strip of land 10 feet wide, lying 5 feet on each side of and parallel and adjacent to the above described centerline.

10-16-58

This easement is granted upon the following terms and conditions, and in accepting this grant, the Granger-Hunter Improvement District perpetually agrees to abide thereby:

1. If after completion of the initial construction, damage is again done in repairing or maintaining the line, the owners of said land shall be fully compensated for such damage.
2. The sewer trench shall be well compacted and back-filled so as to avoid sinkage over the line.
3. Any ditches cut by the installation of the sewer line will be compacted, backfilled and silted, or otherwise prepared so that water can be passed over the sewer trench without a loss of water.
4. Any and all damage done to any fences will be fully repaired and the fences will be placed in their existing condition.
5. 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.
6. The grantors shall have the full right to occupy and use the surface of the permanent easement, except that they shall not build thereon any permanent structure nor plant large trees or shrubs, the root zones of which would contact or interfere with the sewer line. Notwithstanding this provision prohibiting installation of permanent structures, it is expressly understood and agreed that the easement may be crossed with sidewalks, curb and gutter, roadways or fences or similar improvements necessary to the subdivision of the grantor's lands and the use thereof for residential or business purposes, but houses or garages or other structures will not be constructed on the 10 feet.

7. The sum paid for the granting of this easement is intended to and does compensate the grantor for damage done incident to the initial construction, but if after the initial construction is completed it is necessary to again excavate in the repair or maintenance or replacement of said line, then damages will be paid in accordance with paragraph 1 hereof.

Dated this 23 day of October 1958.

Arvid Richardson
Abbie B. Richardson

The foregoing grant of easement and the conditions imposed on the District thereby are hereby accepted by the District, which agrees to abide thereby and to comply therewith.

GRANGER-HUNTER
IMPROVEMENT DISTRICT

By W. J. Jones

Subscribed and sworn to before me this 23 day of October, 1958

J. Jones
Notary Public

My commission 1-12-61

