

Kearns Improvement District

4008
John S. Paepken
HAROLD TAGGART, CLERK, Recorder Salt Lake County, Utah
Ala Frohman

604 El Paso National East Bldg.
EASEMENT 315 East 2 South St.

THIS AGREEMENT made this 27th day of May, 1965
between the BOARD OF EDUCATION OF THE GRANITE SCHOOL DISTRICT, hereinafter referred to as the "Grantor," and KEARNS IMPROVEMENT DISTRICT, a political subdivision of the State of Utah, having its principal place of business at Kearns, County of Salt Lake, State of Utah, hereinafter referred to as the "Grantee:"

W I T N E S S E T H:

WHEREAS, the parties hereto are signatories to that certain Agreement bearing date of the 22nd day of JUNE, 1965, whereby the grantor, the grantee, the Salt Lake County Service Area No. 1 and Salt Lake County, agreed to cooperate in the construction of a sewer line to service the sewer needs of said parties: and

WHEREAS, said sewer line is to be constructed in such a manner that it does not cross the property of the grantor: and,

WHEREAS, by so constructing said sewer line, the costs to all parties under said Agreement are appreciably increased, with no commensurate advantage inuring to the benefit of the parties, except the grantor: and,

WHEREAS, the grantor has agreed, for the sum of \$1.00, and other good and valuable consideration paid to grantor by the grantee, the receipt of which by the grantor is hereby acknowledged, to grant to the grantee an easement and right of way for the operation and maintenance of said sewer line,

NOW THEREFORE, in consideration of \$1.00 and other good and valuable consideration paid by the grantee to the grantor, the grantor hereby grants unto the grantee, its successors and assigns, the temporary and perpetual easement, hereinafter described on, over, across and through those portions of grantor's land lying in the Northwest Quarter of Section 18, T. 2 S., R. 1 W., and in the Northeast Quarter of Section 13, T. 2 S., R. 2 W., S.L.B. & M., and traversed thereby.

Temporary easement during construction of the sewer line and appurtenant structures for construction purposes on, over, across a strip of land 32 feet wide, lying 5 feet Easterly and 27 feet Westerly of and parallel and adjacent to the following described line adjacent to the D. & R.G.W. Railroad right of way, lying 5 feet South and 27 feet North of and parallel and adjacent to the following described line adjacent to the South line of school property, and lying 16 feet on

each side of and parallel and adjacent to the following described line adjacent to the monument line on 4800 West Street.

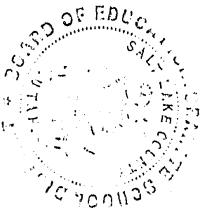
Beginning at a point on the West line of the Denver & Rio Grande Western Railroad Company right of way, lying South 920.44 feet and East 920.31 feet, more or less, from the Northwest Corner of said Section 18 and running thence S. 51° 47' W. 5.0 feet to a point lying 55 feet Southwesterly from the centerline of D. & R. G.W. Railroad (Garfield Spur) tracks; thence running S. 34° 06' E. 399.77 feet to a point lying 55 feet Westerly from centerline of tracks; thence S. 17° 47' E. 399.71 feet to a point lying 60 feet Westerly from centerline of tracks; thence S. 1° 14' W. 400.0 feet to a point lying 80 feet from the centerline of tracks; thence S. 1° 29' W. 160.8 feet, more or less, to a point lying 55 feet from centerline of tracks and 5 feet North of the South line of school property; thence N. 89° 55' W. parallel and 5 feet North of said South property line 1224.89 feet, more or less, to a point lying 5 feet East of the monument line of 4800 West Street; thence N. 0° 32' W. parallel and 5 feet East of said monument line 810 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 16 feet wide, lying 5 feet Easterly and 11 feet Westerly of and parallel and adjacent to the above described line adjacent to the D. & R.G.W. Railroad right of way, lying 5 feet South and 11 feet North of and parallel and adjacent to the above described line adjacent to the South line of school property and lying 8 feet on each side of and parallel and adjacent to the above described line adjacent to the monument line on 4800 West Street.

Section 18, T. 2 S., R. 1 W., S.L.B. & M.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and in favor of the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.



BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT

By [Signature]

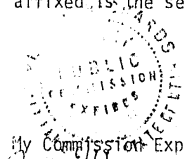
KEARNS IMPROVEMENT DISTRICT

By [Signature]

[Signature]
Board of Trustees

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 27th day of May, 1965 personally appeared before me KEITH C. BROWN who being by me duly sworn did say for himself, that he, the said Keith C. Brown is president of Board of Education of the Granite School District, and that the within and foregoing instrument was signed in behalf of said school district by authority of a resolution of the board and said Keith C. Brown duly acknowledged to me that said board executed the same and that the seal affixed is the seal of said Granite School District.

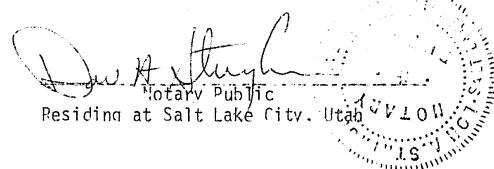


Reed H. Richards
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires:
November 17, 1966

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 27th day of May, 1965, personally appeared before me WILLIAM G. PETUSKEY and WENDELL P. HIBLER, who being by me duly sworn did say, each for himself, that he, the said William G. Petuskey is a member of the Board of Trustees, and he the said Wendell L. Hibler, is a member of the Board of Trustees of Kearns Improvement District, and that the within the foregoing instrument was signed in behalf of said district by authority of a resolution of its board of trustees and said William G. Petuskey and Wendell L. Hibler each duly acknowledged to me that said district executed the same and that the seal affixed is the seal of said district.



Dan H. Hughes
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:
8-18-68