

Recorded at Request of \_\_\_\_\_  
 at \_\_\_\_\_ .M. Fee Paid \$ \_\_\_\_\_  
 by \_\_\_\_\_ Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref.: \_\_\_\_\_  
 Mail tax notice to \_\_\_\_\_ Address \_\_\_\_\_

## GRANT OF EASEMENT

THE JEREMY LTD., a limited partnership, Grantor of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEY AND WARRANT to SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, Grantee, its successors, and assigns, of Summit County, Utah for the sum of Ten Dollars and Other Good and Valuable Consideration, the right, privilege and authority to construct, operate, replace, repair and maintain sewer lift station, sewers and pipes, including all necessary fixtures under, across and upon the following described real estate owned by Grantor situated in the County of Summit, State of Utah:

Beginning at a point on the Northerly right-of-way line of Jeremy Road. Said point being located N89°47'18"E 2017.97 feet along the section line and North 2815.98 feet from the Southwest corner of Section 2, T1S, R3E, SLB&M, Summit County, Utah. Thence N41°36'E 110.00 feet, thence N48°24'W 66.00 feet, thence S41°36"W 63.64 feet, thence N71°15'12"W 119.37 feet, to the northerly right-of-way line of Jeremy Road, thence S48°24'E 176.00 feet along said right-of-way to the point of beginning.

Contains 9810 square feet

This easement shall terminate and all rights herein granted to the above property revert to the Jeremy Ltd. in the event of any abandonment or failure to use, operate or maintain the pump station for a period of sixty (60) days.

In consideration therefor, Snyderville Basin Sewer Improvement District shall properly and adequately operate and maintain the pump station located on the above property so as not to create any offensive odors, sights or noises or to otherwise create any nuisance to the owners or users of surrounding property and shall not, without the written permission of the Jeremy Ltd., construct or install any fence, shed or housing around such pump station. Failure to comply with the requirements of this paragraph shall entitle the Jeremy Ltd. to bring suit to enforce any remedy provided by law, including, but not limited to, specific performance, damages and termination of the easement.

Said easement being the right to construct, operate, replace, repair and maintain sewer, sewer lift station, and pipes under or across said easement and a right of access thereto under or across the above described tract of land along any reasonable route designated in writing by the Grantor thereof and accepted by the Grantee, or in the absence of such reasonable designation and acceptance, a reasonable right of access as designated by the Grantee, its agents, or employees.

This Grant includes the right of the Grantee, its agents and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from the said easement any tree, brush, structure or obstruction of any kind of character whatsoever which, in the sole judgement of the Grantee may endanger the safety of or interfere with the operation and maintenance of said Grantee's facilities.

Entry No 215559

REQUEST OF *Snyderville Basin S.I.D.*

FILED *ALAN SMITHS, SUMMIT CO. RECORDER*

*N.C.* *Susan Johnson*

RECORDED *JAN 13 1984* *11:33 AM*

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The Grantors covenant that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has the right and authority to make and execute this Grant of Easement.

IN WITNESS WHEREOF, the parties hereto have hereunder signed or caused the names of their duly authorized agents to be signed hereunder this 30th day of November, 1983.

THE JEREMY LTD., a limited partnership

BY

Thomas G. Bagley

STATE OF UTAH )  
                    ) SS  
COUNTY OF     )

On the 30th day of November, 1983 personally appeared before me  
Thomas G. Bagley, the signer of the within instrument, who  
duly acknowledged to me that he executed the same.

John A. Schaefer  
NOTARY PUBLIC

Residing at: Salt Lake City

My Commission Expires:  
Oct. 10, 1987

STATE OF UTAH )  
                    ) SS  
COUNTY OF     )

SNYDERVILLE BASIN SEWER IMPROVEMENT  
DISTRICT

BY

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me  
\_\_\_\_\_, the signer of the within instrument,  
who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires: