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Salt Lake County, Utah

1975

W. S. Duffin, Clerk of District Court
By *Ed Beaumont*
Deputy Clerk

2712682 IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY,
STATE OF UTAH

SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, A Governmental Agency,)	<i>BK. 133 No 2796 5-2-75 8:09 AM</i>
Plaintiff,)	
vs.)	<u>J U D G M E N T</u>
BURDETT D. JENSON, THAYNE E. JENSON, LETHA O. JENSON, JAMES B. JENSON and JOAN JENSON, his wife,)	Civil No. 216383
Defendants.)	<i>[Signature]</i>

THE ABOVE-ENTITLED CAUSE, having come on regularly for jury trial before the Honorable Marcellus K. Snow, one of the Judges of the above-entitled Court, commencing on the 14th day of April, 1975, and continuing through the 21st day of April, 1975, at which time said trial was concluded, Plaintiff in each instance appearing by and through its attorney of record, Michael J. Mazuran, and the Defendants, Burdett D. Jenson, Thayne E. Jenson, Letha O. Jenson, James B. Jenson and Joan Jenson, his wife, appearing by and through their attorney of record, Thomas A. Duffin; and the jury having heard the evidence of the parties and a verdict having been submitted to said jury; and the jury having returned its verdict on the 21st day of April, 1975, with the same being duly signed by the foreman of the jury; and in the verdict six (6) or more members of the jury having made their answer to each of the following propositions with their answers being as follows:

We, the Jurors impaneled in the above-entitled case, find just compensation to be awarded to the Defendant land-owners to be as follows:

BOOK 3875 PAGE 27

Recorded at Request of *Michael MAZURAN for S.L. County*
at *5:00P* m Fee Paid *no fee* KATIE L. DIXON, Recorder,
Salt Lake County, Utah, by *CW Maherry* Dept. Date *MAY 30 1975*
*200 No. Main Suite 200
84103*

1. Fair market value of the Defendants' property taken by Salt Lake County Sewerage Improvement District No. 1 for the sewer easements, including the following: permanent easement, slope easements, temporary construction easements, manholes and crop loss on easements. \$5,075.00

2. Severance damages, if any to remaining property of the Defendants which have accrued by reason of its severance from the easements, and by reason of the manner of construction of the sewer line, including, if any, crop loss, top soil loss, and drainage disturbance and forage loss
 Less value, if any, of special benefits accruing to the Defendants' remaining property by reason of the existence of the sewer line on Defendant's property. \$2,560.25

3. Add total amounts set forth in Paragraphs 1 and 2 above and enter here. \$7,635.25

This sum equals the total just compensation to be awarded the Defendant landowners for the condemnation.

DATED this 21st day of April, 1975.

FOREMAN

NOW, THEREFORE, the above-entitled Court in accordance with the answers to the propositions as hereinabove set forth does hereby

ORDER, ADJUDGE AND DECREE AS FOLLOWS:

1. Plaintiff, Salt Lake County Sewerage Improvement District No. 1, is hereby granted Judgment condemning a perpetual right-of-way and easement and two (2) additional slope easements to construct, install, operate and maintain a sewerage collection line and related facilities, hereinafter called FACILITIES, said right-of-way and easement and slope easements being situated in Salt Lake County, State of Utah, over and through a parcel of the above-named Defendant's land lying within the strip twenty (20) feet

BOOK 3875 PAGE 28

wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, together with additional slope easements all of which are more particularly described as follows:

Part of the Northwest quarter of Section 25, T.3S., R.1W., Salt Lake Base and Meridian.

Beginning on the South line of said Northwest quarter of Section 25, at a point lying N. 89°45'13" E. 37 feet, more or less, from the West quarter corner of said Section 25 and the centerline of existing road, and running thence N. 0°15' E. 150 feet, to a point lying Easterly 37.9 feet from the West line of said Section 25; thence North 400 feet, to a point lying Easterly 38.5 feet from the West line of said Section; thence N. 1°15' E. 380 feet, to a point lying Easterly 47.4 feet from the West line of said Section; thence N. 6°30' E. 300 feet; thence N. 6°00' E. 200 feet; thence N. 23°00' E. 250 feet; thence N. 36°15' E. 195 feet; thence S. 88°00' E. 400 feet; thence S. 65°15' E. 350 feet; thence N. 66°45' E. 165 feet; thence N. 47°45' E. 310 feet; thence N. 42°00' W. 300 feet; thence N. 11°00' W. 250 feet; thence N. 7°00' W. 275 feet; to a point, on the North line of said Section 25, lying Easterly 1135 feet, more or less, from the Northwest corner of said Section 25.

Tract No. NW 25-1
Owner: Earl and Iris T. Toone
Permanent Easement: 0.615 acs. (1340 l.f.)

Tract No. NW 25-2
Owner: Burdett D., Thayne E. and Letha O. Jenson
Permanent Easement: 1.187 acs. (2585 l.f.)

Also slope easements as described below:

Beginning on the West line of the above described easement at a point lying Northwesterly 10 feet from above described line and North 1794 feet and East 1250 feet, more or less, from the West quarter corner of said Section 25, and running thence N. 2°45' E. 28.4 feet; thence N. 21°11' E. 22.2 feet; thence N. 40°37' E. 40.3 feet; thence N. 64°01' E. 125.0 feet; more or less, to the West line of above described easement; thence S. 47°45' W., along said line, 200 feet, to the point of beginning; thence S. 42°15' E., across said easement 20 feet, to the East line of said easement, thence N. 47°45' E., along said East line, 200 feet; thence S. 30°06' W. 115.5 feet; thence S. 59°05' W. 51.0 feet; thence S. 79°45' W. 47.1 feet; more or less, to said East line; thence N. 42°15' W., across said easement, 20 feet, to the point of beginning.

Containing: 0.184 acres

Owner: Burdett D., Thayne E., and Letha O. Jenson
Slope Easement: 0.184 acres

Together with the right of ingress and egress in said Plaintiff, its officers, employees, agents and assigns to enter upon the above-described property. Defendants shall

have the right to use said premises except for the purpose for which these rights-of-way and easements are granted to the Plaintiff, provided such use shall not interfere with the facilities or with the discharge and conveyance of sewage through said facility. Defendants shall not build or construct or permit to be built or constructed any building over or across said rights-of-way. These rights-of-way and easements herein granted shall be binding upon, and inure to the benefit of, the successors and assigns of the Defendants and the successors and assigns of the Plaintiff, and may be assigned in whole or in part by the Plaintiff.

2. Defendants Jenson are hereby jointly awarded Judgment in the total sum of Seven Thousand Six Hundred Thirty-Five Dollars and Twenty-Five Cents (\$7,635.25), less the sum of One Thousand Five Hundred Fifty-One Dollars (\$1,551.00) heretofore tendered to the Clerk of the above-entitled Court by Plaintiff in connection with the above-entitled Court's Order of Immediate Occupancy awarded to Plaintiff on the 9th day of January, 1974.

3. It is hereby ordered that Plaintiff pay jointly to the above-named Defendants Jenson the total sum of Six Thousand Eighty-Four Dollars and Twenty-Five Cents (\$6,084.25) together with interest on said sum from the 9th day of January, 1974, to the date of this Judgment in the total sum of Six Hundred Thirty-Six Dollars and Seventy-Nine Cents (\$636.79).

4. The Clerk of the above-entitled Court is also hereby authorized and directed to pay over to the Defendants the sum of One Thousand Five Hundred Fifty-One Dollars (\$1,551.00) heretofore deposited pursuant to the Order of Immediate Occupancy heretofore entered in the above-entitled matter.

APR 30 1975
 DATED this ___ day of April, 1975.

IN THE DISTRICT COURT OF THE STATE OF UTAH, COUNTY OF KANE, JUDICIAL DISTRICT NO. 1.
 I, THE UNDERSIGNED, CLERK OF THE DISTRICT COURT OF SAID LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ABOVE AND ORIGINAL DOCUMENTS AND FULL COPY OF SAID ORIGINAL DOCUMENTS ON FILE IN MY OFFICE ARE TRUE AND CORRECT.
 WITNESS MY HAND AND SEAL OF SAID COURT THIS 30th DAY OF APRIL 1975.
 W. STERLING EVANS, CLERK
 BY *Randy [Signature]* DEPUTY

BY THE COURT:

[Signature]
 DISTRICT JUDGE

ATTEST:
 W. STERLING EVANS
 CLERK

BY *[Signature]*
 Deputy Clerk

BOOK 3875 PAGE 30