

Return to:
Mr. Jerry Peterson
3218 Kiabab Way
Salt Lake City, Utah
84108

3295069

EASEMENT

400
C. Wayne Maberry
REF
WESTERN STATES TITLE
DEP

JUN 15 12 14 PM '79

KATIE L. DIXON
RECORDED
SALT LAKE COUNTY,
UTAH

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS hereby grant, convey, sell, and set over unto Salt Lake County Sewerage Improvement District No. 1, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called FACILITIES, said right-of-way and easement being situate in Salt Lake County, State of Utah over and through a parcel of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a Point which is NORTH 89 50'17" EAST along the Section Line, 560.60 feet more or less from the South Quarter Corner of Section 21, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence SOUTH 35 30'00" WEST 12.00 feet more or less to an existing sewer manhole.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such facility shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities. During construction periods, GRANTEE and its agents may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said facilities. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the facilities or with the discharge and conveyance of sewage through said facilities, or any other rights granted to the GRANTEE here-under.

GRANTORS shall not build or construct or permit to be built or constructed any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and easement, this

31st day of May, 1979. FORT DOUGLAS CLUB

By: G. M. Moss

G. M. Moss

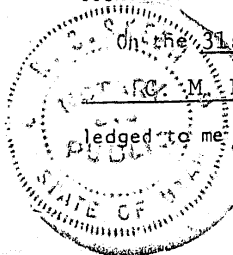
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 31st day of May, 1979, personally appeared before me

G. M. Moss, the signer of the above instrument, who duly acknowledged to me they executed the same.



NOTARY PUBLIC

Residing in Salt Lake City, Utah

My Commission Expires

Feb. 12, 1982

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