

Please Return to  
S. L. County Sewerage  
Improvement District #1  
Draper, Utah 84020

E A S E M E N T

Hamilton Land and Livestock  
Company

3312896

For the sum of Eight Thousand Dollars (\$8,000.00) and other good and valuable consideration, payable at the time of entry, the 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, manholes and other sewer transmission and collection structures and facilities, hereinafter called FACILITIES, said right-of-way and easement being situated in Salt Lake County, State of Utah over and through a parcel of the GRANTORS' land, for construction purposes, lying within a strip sixty (60) feet wide, said strip extending thirty (30) feet on each side of and lying parallel and adjacent to a line of reference and a permanent right-of-way and easement 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, said line of reference more particularly described as follows:

Situated within Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian: Beginning at the East Quarter Corner of Section 6, thence N. 89° 48' 47" W., 1315.3 feet, along the quarter section line to the Point of Beginning, thence N. 89° 48' 47" W., 3993± feet, along the quarter section line to the West Quarter Corner of Section 6. The above described tract contains 5.5 acres, more or less for construction purposes and 1.83 acres, more or less, for a permanent right-of-way and easement.

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 hereunder.

GRANTEE agrees to require its construction contractor to refrain from disturbing or removing any poles, fences or utility or irrigation structures except those specifically required for the completion of construction. GRANTEE agrees to require its construction contractor to restore said improvements to as near their original condition as reasonably possible when said improvements must be disturbed.

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GRANTEE agrees to require its construction contractor to provide and maintain at all time during construction, ample means and devices with which to promptly remove and promptly dispose of all water entering the excavations or other parts of the work and to dispose of the water from the work in a suitable manner without damage to adjacent property.

GRANTEE agrees to require its construction contractor to support and protect from unjury, all existing power and telephone lines, curb and gutter, sidewalks, fences, water pipes, survey markers, embankments and boundary structures along or adjacent to the sewer line.

GRANTEE agrees to require its construction contractor to stockpile top-soil separately from subsoil in cultivated areas, and to backfill trenches so as to place the topsoil at the surface.

GRANTEE agrees to require its construction contractor to remove surface rock greater than 3-inches diameter which may appear in or adjacent to the backfilled area for a period of 30 days following completion of installation of the facilities.

GRANTEE agrees to require its construction contractor to install manhole covers at a depth of two feet below original ground level.

GRANTEE agrees to request its construction contractor to complete the construction phase of the project within a period of ninety (90) days beginning the date the GRANTEE'S construction contractor enters the GRANTORS' property.

GRANTEE agrees to accept the liability for reasonable compensation for any crop damage resulting from any future service work performed by the GRANTEE on the sewerline. In the event that the GRANTEE and GRANTORS are unable to agree on a sum for reasonable compensation a panel of three mutually agreeable arbitrators will be selected to decide the matter of reasonable compensation.

GRANTEE will require its construction contractor to water settle the trenches. Water for consolidation and backfill shall be provided by GRANTOR at no cost to GRANTEE at a time and place convenient to both.

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 insure 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 the GRANTEE.

Eldred R. Hamilton Walter D. Hamilton

James W. Hamilton LeRoy S. Hamilton

Harold E. Hamilton Walter Hamilton

Edith Hamilton Shirley Hamilton

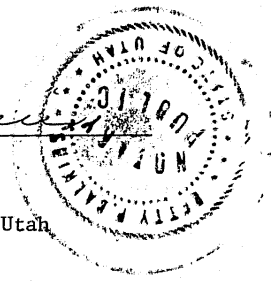
Witness: Hutton Jones 7/11/79

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SUBSCRIBED AND SWORN to this 11th day of July, 1979.

*Betty P. Callie*  
Notary Public

Residing in Salt Lake County, Utah



My Commission Expires: November 20, 1981

*No Fee*

REC'D OF *S. P. Callie*  
Cheryl Warrington

JUL 25 4 07 PM '79

KATHIE L. GAXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

*sewerage imp. Dist # 1*

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