

3690979

WATER LINE EASEMENT

CDI ZTD A Limited Partnership

of SALT LAKE CITY, State of Utah, Grantor, for ten dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys unto the Taylorsville-Bennion Improvement District, a body politic, a temporary easement during the construction of a water line, and appurtenant structures for construction purposes on, over, across and through a strip of land 18.00 feet wide, lying 9.00 feet on each side of and parallel and adjacent to the following described center line, and a perpetual easement to construct, reconstruct, operate, repair, replace and maintain said line and appurtenant structures on, over, across and through a strip of land 12.00 feet wide, lying 6.00 feet on each side of and parallel and adjacent to the following described center line:

Also beginning South 808.55 ft. and East 1547.16 ft. from said Northwest Cor. Sec. 17, T2S, R1W, SLB&M, and running thence N72°58'52"E, 53.50 ft. also beginning South 420.00 ft. and East 715.42 ft. from said Northwest Cor. Sec. 17, and running thence N89°56'30"E, 35.00 ft. Also beginning South 1062.95 ft. and East 1161.39 ft. from said Northwest Cor. Sec. 17, and running thence S0°05'30"W, 27.00 ft. Also beginning South 929.45 ft. and East 849.85 ft. from said Northwest Cor. Sec. 17, and running thence S89°56'30"W, 25.00 ft. Also beginning South 725.95 ft. and East 849.64 ft. from said Northwest Cor. Sec. 17 and running thence N89°56'30"E, 30.00 ft. Also beginning South 267.20 ft. and East 849.16 ft. from said Northwest Cor. Sec. 17, and running thence S89°56'30"W, 25.00 ft. Also beginning South 1059.45 ft. and East 849.97 ft. from said Northwest Cor. Sec. 17, and running thence N 88°47'40" W 25.00 ft.

The GRANTOR SHALL NOT build thereon any permanent structure or building, nor plant large trees whose root zones would contact or interfere with the pipeline. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, driveways, fences or similar improvements.

THE GRANTEE HEREBY AGREES to compensate Grantor the reasonable appraised value for any damages done to Grantor's land or crops caused by Grantee in the construction, maintenance, repair, operation or replacement of said line or appurtenant facilities.

DATED this 13 day of May, 1982

[Signature]

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On the 13 day of May, 1982, personally appeared before me the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:

11/09/83

NOTARY PUBLIC

Residing at SALT LAKE CITY, UTAH

BOOK 5391 PAGE 1436

KATIE L. HARRIS
RECORDER
SALT LAKE COUNTY
UTAH

1500 West 4700 So
Taylorsville 84118

JUL 7 11 17 AM '92

Taylorsville - Benning Improvement
Dist.

REC OF _____ DEP _____
\$ _____

Wayne Harper
Wayne Harper

No Fee