

4210402

RIGHT OF WAY AGREEMENT FOR  
SALT LAKE CITY SUBURBAN SANITARY DISTRICT #1

Glenn W. Stewart and Kay J. Stewart his wife, and Warren E. Pugh and Leta C. Pugh, his wife, and David A. Burton and Beth B. Burton his wife, and Harris W. Bennion, of Salt Lake County, grantors, do hereby convey and warrant to the SALT LAKE CITY SUBURBAN SANITARY DISTRICT #1, Salt Lake County, State of Utah, grantee, a right-of-way and easement for the purpose of digging a trench along said right-of-way, and to lay, maintain, operate, repair, remove or replace a pipeline for transportation through and across the grantors' land and premises in Salt Lake County, State of Utah.

The permanent 10 foot wide easement for installing and maintaining an 18 inch diameter sanitary sewer pipeline extending 5 feet on each side of the following described centerline.

Beginning at a point on the Northerly line of a 50 foot wide right-of-way, said point being S 89°26'06" W 249.64 feet along the Quarter Section Line and South 606.96 feet from the Center of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being N 19°57'00" E 609.52 feet along the monument line and West 769.49 feet from a survey monument at Cottonwood Lane and Haven Lane and running thence (6 feet perpendicular distance from parallel to and Southerly of an existing sanitary sewer line) S 75°29'19" E 701.40 feet to the West line of Cottonwood Lane.

TO HAVE AND TO HOLD the same unto the SALT LAKE CITY SUBURBAN SANITARY DISTRICT #1, so long as such pipeline shall be used and maintained, with the right of ingress and egress to and from said right-of-way, and to maintain, operate, repair and remove or replace the same. The grantor shall not build hereon 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 replace or rectify any damages done to grantors' land or crops caused by grantee in the construction, maintenance, repair, operation or replacement of said line appurtenant facilities and to indemnify grantor from any and all loss caused by the same.

Witness the hand of said Grantor this 3<sup>RD</sup> day of MARCH, 1986.

<u>[Signature]</u> Glenn W. Stewart	<u>[Signature]</u> Kay J. Stewart
<u>[Signature]</u> Warren E. Pugh	<u>[Signature]</u> Leta C. Pugh
<u>[Signature]</u> David A. Burton	<u>[Signature]</u> Beth B. Burton
<u>[Signature]</u> Harris W. Bennion	

STATE OF UTAH )  
                  ) ss  
County of Salt Lake )

On the 3<sup>RD</sup> day of MARCH, 1986, personally appeared before me Glenn W. Stewart and Kay J. Stewart, his wife and Warren E. Pugh and Leta C. Pugh, his wife and David A. Burton and Beth B. Burton, his wife and Harris W. Bennion the signers of the foregoing instrument, who duly acknowledge that they executed the same.

My commission expires:

3/29/86

[Signature]  
Notary Public  
Residing in: [Signature] City, Utah

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