Shirley A. Bloxham Sandy City Recorder 440 East 8680 South Sandy, Utah 84070-9990 (801) 566-1561

710 16 OCTOBER 87 16:30 AM
KATIE L. DIXON
RECURDER, SALT LAKE COUNTY, UTAH
SANDY CITY
REC BY: MARSHA WILLIAMS , DEPUTY

## EASEMENT FLINT DRIVE IMPROVEMENT PROJECT

Lester J. and Sonja Christensen , County of Salt Lake , of Sandy City , a hereby grant and convey to Sandy City, a body corporate and politic of the State of Utah, Grantee, for the sum of ----- dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual easement described as follows:

> A PARCEL of land located in Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

> BEGINNING at the Southwest corner of lot 35 of White City No. 29 Subdivision as recorded in the office of the Salt Lake County Recorder, said point also lying on the easterly right-of-way line of Flint Drive Street (1150 East); running thence N.0°17'52"W. 174.0 feet along said easterly right-of-way; thence S.89°21'10"E. 16.2 feet to a point lying on the northeasterly property line of said lot 35; thence S.38°55'14"E. 13.0 feet along said northeasterly property line; thence S.4°41'37"W. 164.2 feet to a point on the southerly property line of said lot 35; thence S.89°42'08"W. 10 feet to the point of beginning. Contains 0.069 acres, more or less.

1. The easement granted hereby shall be for the construction of a roadway slope, concrete crib retaining wall, and other appurtenant improvements by Grantee (consistent with the plans and specifications entitled "Flint Drive Improvement Project") upon and within the described property.

2. Grantor further grants a 20 foot wide temporary construction easement running parallel and adjacent to the above described

easement.

3. The construction work indicated herein by Grantee is contingent upon approval of the project and funds by Grantee.

4. No change may be made, by the grantor, to the ground profile in the easement area that will have an adverse impact on the structural integrity of the sidewalk and roadway facilities.

5. Responsibility for maintenance of the slope shall be that of the grantor. The slope may be incorporated into grantor's landscaping plan. Emergency maintenance may be performed by grantee.

6. The responsibility for maintenance of the retaining wall shall be that of the Grantee. Perpetual access to and from and adjacent to the wall, for periodic inspections and/or maintenance, is hereby granted by Grantor to Grantee.

7. This easement shall be binding upon and inure to the benefit

of the successors and assigns of the Grantor and the successors and assigns of the Grantee.

Witness the hand of said grantor, this

STATE OF UTAH, SS. COUNTY OF SALT LAKE )

On the Baday of Opil , 1987, personally appeared to the signer (s) of the about the above instrument, who duly acknowledged to me they executed the

(SEAL)

Residing at\_ My comm. expires: 10.32-88

Notary Publitus