

note

4574874
15 JANUARY 88 02:05 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
S L CO COTTONWOOD SANITARY DIST
1400 E 7000 S SLC, UT 84121
REC BY: REBECCA GRAY , DEPUTY

GRANT OF EASEMENT

4574874

SCHNEITER ENTERPRISES LTD., a limited partnership, Grantor of the County of Salt Lake, State of Utah, hereby CONVEYS and QUIT CLAIMS to Salt Lake County Cottonwood Sanitary District, an Improvement District organized under the provisions of Chapter 17-6, Utah Code Annotated, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual right of way and easement to lay, maintain, operate, repair, inspect, protect, clean, remove and replace sewer pipelines, valves, valve boxes and other sewer facilities, hereinafter called "Facilities", said right of way and easement being situated in the County of Salt Lake, State of Utah, and being more particularly described in Attachment A hereto.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, with the right of ingress and egress to and from said right of way to maintain and operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee 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, maintenance, repair, removal or replacement of said Facilities, Grantor 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 does not interfere with the Facilities or any other rights granted to the Grantee hereunder.

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Grantor 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 grant of easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

In the event Grantee repairs, protects, removes or replaces any of the facilities, Grantee shall return the land to as close as its original condition as possible.

In the event Grantor develops the land adjacent to the easement herein granted, Grantor shall be entitled to connect to the facilities upon payment of all applicable fees.

WITNESS, the hand of said Grantor this 21st day of November, 1986.

SCHNEITER ENTERPRISES LTD.

By: George M. Schneider
Its: General Partner

ATTEST:

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 21st day of November, 1986, personally appeared before me George Schneider, the general partner of SCHNEITER ENTERPRISES LTD., who duly acknowledged to me that he executed the above instrument on behalf of said SCHNEITER ENTERPRISES LTD.

Richard L. Proshell
NOTARY PUBLIC

Residing at Salt Lake County
State of Utah
My Commission Expires: 2-10-87

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ATTACHMENT A

Schneiter Enterprises, Ltd., Grantors

Temporary easement fifty feet wide, to the west of and along the back lot line of Lots 12-19, Granite Mesa Subdivision according to the official plat of record in the office of the Salt Lake County Recorder, Salt Lake County, State of Utah.

Perpetual easement fifteen feet wide, seven and one-half feet to each side of the following centerline;

Beginning 80 rods West and 50 rods South and 122.0 feet East from the Northeast Corner of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian. Running thence South $23^{\circ}25'30''$ East 673.75 feet, more or less, to a dedicated road.

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