

Provo Jordan River Parkway
Page 1 of 3
402/404
Revised 5/15/89

4802873

When Recorded Return to
Mr. Woodrow S. Mickelsen, Manager
Salt Lake County Sewerage
Improvement District No. 1
P.O. Box 908
Draper, UT 84020

NOTE

4802873
26 JULY 89 10:49 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CO SEWERAGE IMPROVEMENT DIST
REC BY: DOROTHY SINFIELD, DEPUTY

EASEMENT

A portion of the East half of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian. Jordan River Interceptor.

For the sum of One Dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR(S) hereby grant, convey, sell, and set over unto the 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, laterals and other sewer collection and transmission structures and facilities, hereinafter called Facilities, insofar as they lie within the property of the GRANTOR(S), said right-of-way and easement, being situate in Salt Lake County, State of Utah over and through a parcel of the GRANTOR'S land lying within a strip thirty (30) feet wide, said strip extending thirty (30) feet on the north side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning on the South line of GRANTOR'S property at a point lying Westerly, along the South line of the Northeast Quarter of said Section 23, 2192.7 feet and South 402.2 feet, more or less from the East Corner of said Section 23; and running thence N. 23°30' E. 52.2 feet; thence N. 18°24' E. 364.3 feet; thence N. 11°50' E. 1653.7 feet; thence N. 2°30' W. 8.8 feet, more or less, to the North line of GRANTOR'S property.

Contains: 1.432± acres (2079.0±1.f.).

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, 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 GRANTOR(S) 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

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near its original condition as is reasonably possible.

GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement, and maintenance of said Facilities, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said Facilities, so long as the easement shall remain in force and effect.

GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement. All treasure-trove and all articles of antiquity in or upon the subject land are and shall remain the property of the State of Utah. GRANTEE shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Section 63-18-27, Utah Code Annotated (1953), as amended.

GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refunds against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

GRANTOR(S) 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 nor with the collection and conveyance of sewage through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR(S) shall not build nor construct or permit to be built or constructed, over or across said right-of-way, any building or other improvement, nor change the contour thereof, without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR(S) and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, THE GRANTOR(S) have executed their right-of-way and easement this 25th day of July 1989.

County Parcel Number
27-23-176-001

Acreage
1.432±
(2079.0± 1.f.)

GRANTOR

Utah Division of Parks and Recreation
successor to Provo-Jordan River
Parkway Authority

By: A. Miller

Title: Director

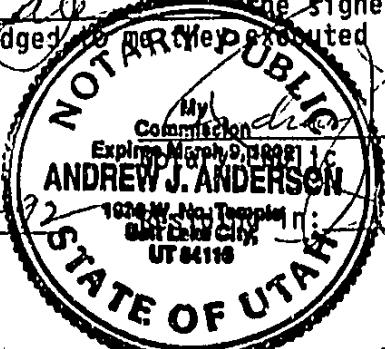
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STATE OF UTAH

COUNTY OF SALT LAKE

On the 25th day of July, 1989, personally appeared before me, James A. Miller, the signer(s) of the above instrument, who duly acknowledged to me they executed the same.

My Commission Expires: 3-9-1



PROVO - JORDAN
RIVER PARKWAY
AUTHORITY

CO. PARCEL
27-23-176-001

CENTER 3

SO.
402.2'±

N. 11° 50' E.

1653.7'

WESTERLY

2192.7'±

N. 18° 24' E.
364.3'

E 1/4 COR.
SEC. 23

N. 23° 30' E.
52.2'

P.O.B.

PORTION OF

E_{1/2} OF SECTION 23,
T. 3 S., R. 1 W., S. L. B. & M.

FOR

SALT LAKE COUNTY
SEWERAGE IMPROVEMENT
DISTRICT NO. 1

JORDAN RIVER
INTERCEPTOR

SCALE 1" = 400'

REV. 5-15-89

REV'D. 12/89

