

5097525

FIRST AMERICAN TITLE  
RMP# 270958

## EASEMENT

5097525  
15 JULY 91 03:51 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: DOROTHY SINFIELD, DEPUTY

For the sum of TEN DOLLARS and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, MERVIN R. REID AND ETHNA R. REID, as GRANTORS hereby grant, convey and set over unto SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, remove and replace water pipelines, valves and related facilities, hereinafter called the FACILITIES, said right-of-way and easement being situated in Salt Lake County, State of Utah, over and through a parcel of the GRANTOR'S land described as follows:

A 15 foot wide easement, the North line of which begins at a point which is North 89°58' West along the section line 455.55 feet and North 0°03'15" West 660.00 feet from the South quarter corner of Section 26, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North 89°58' West 280 feet.

To have and hold the same unto said GRANTEE, its successors and assigns, so long as such FACILITIES shall be used or maintained, with the right of ingress and egress and said GRANTEE, its officers, employees, 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 the property along and adjacent to said right-of-way as may be reasonable 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 near as its original condition as is reasonably possible, GRANTORS shall have the right to use said premises except for the purposes for which this easement and right-of-way is granted to said GRANTEE, provided such use shall not interfere with the FACILITIES or the transmission and conveyance of water through said FACILITIES.

GRANTORS shall not build or construct or permit to be built or constructed any buildings or other permanent improvements, except landscaping, over or across said right-of-way 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 parties hereto and may be assigned in whole or in part by GRANTEE.

EX-5336182778

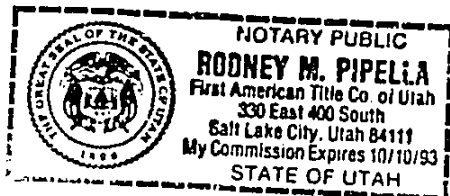
IN WITNESS WHEREOF, the GRANTORS have executed this Right-of-Way and Easement this 10 day of July, 1991.

Mervin R. Reid  
Mervin R. Reid

Ethna R. Reid  
Ethna R. Reid

STATE OF UTAH )  
COUNTY OF SALT LAKE ) :ss

On the 10 day of July, 1991, personally appeared before me Mervin R. Reid and Ethna R. Reid, the signers of the within instrument, who duly acknowledged to me that they executed the same.



[Signature]  
NOTARY PUBLIC  
RESIDING AT: SLC, UT  
MY COMMISSION EXPIRES: 10-10-93

EX6336PG2779

CONSENT TO CREATION OF EASEMENT

Valley Bank and Trust Company is the present Trustee and Beneficiary of a Deed of Trust that encumbers the real property of Mervin R. Reid and Ethna R. Reid, as the same is described in the foregoing Easement Agreement. The Deed of Trust is identified as follows:

Dated: May 4, 1990  
Recorded: May 30, 1990  
Entry No.: 4922943  
Book: 6224  
Page: 2339  
Securing Note in the amount of \$500,000.00

Valley Bank and Trust Company hereby consents to the creation of the easement described in the foregoing Easement Agreement and hereby agrees and acknowledges that the foreclosure of the Deed of Trust described herein shall not effect the use of the easement property by the parties entitled thereto nor shall such a foreclosure effect the validity nor the enforceability of the terms and provisions of the Easement Agreement.

Dated this 8th day of July, 1991.

VALLEY BANK & TRUST COMPANY

By: 

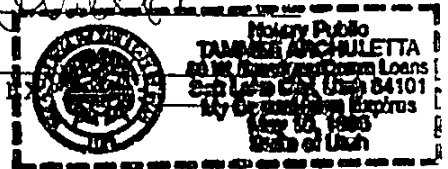
Its: 

BK6336FG2780

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On the 8th day of July, 1991, personally appeared before me Randy S. Cameron, who being duly sworn did say that he, the said \_\_\_\_\_, is the Vice-President of VALLEY BANK AND TRUST COMPANY, a Corporation, and the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said he, \_\_\_\_\_, duly acknowledged to me that said corporation executed the same.

NOTARY PUBLIC  
RESIDING AT: \_\_\_\_\_  
MY COMMISSION \_\_\_\_\_



BK6336Fe2781