

NO FEE

5342904  
01 OCTOBER 92 08:03 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SOLITUDE IMPROVEMENT DISTRICT  
REC BY: EVELYN FROGGET, DEPUTY

WHEN RECORDED PLEASE MAIL TO GRANTEE:  
Solitude Improvement District  
P.O. Box 21350  
Salt Lake City, Utah 84121-0350

**GRANT OF EASEMENT**

for  
**Construction and Maintenance of Sanitary Sewer Line**

5342904

KNOW ALL MEN BY THESE PRESENTS that The Merbeck Manor Co. (Grantor), does hereby grant, convey and warrant to the Solitude Improvement District, a public improvement district and to its successors and assigns (Grantee), of Salt Lake County, Utah, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a perpetual permanent easement and right-of-way appurtenant to and in, over, and upon and across a portion of the real property described in Exhibit B attached hereto and incorporated herein by this reference in which Grantor has an ownership interest, said easement to be TEN (10) FEET in width, (Easement Property), the center line being the actual location of Grantee's sewer line as described in the plat map attached hereto as Exhibit A and incorporated herein by this reference. Grantee shall have the right to use the Easement Property to construct, bury, locate, operate, maintain, alter, repair, relocate, inspect, and remove any portion of Grantee's sewer system and related facilities (System). Grantor shall have the right of ingress and egress to and from the Easement Property across any real property owned by Grantor that is contiguous to the Easement Property, including adequate access for equipment necessary to perform installation, maintenance and repair of the System. After the System is in place, nothing shall be constructed on or over the top of said System without the prior written consent of Grantee. The easement and right-of-way granted herein shall terminate when the purposes for which they are granted no longer exist. Failure to insist on strict performance of any provision hereof shall not be construed as a waiver thereof, and any waiver of the provisions hereof must be in writing and signed by the party whose rights are waived. All provisions of this instrument, including the benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns. Any party who prevails in an action to enforce the terms hereof shall be entitled to reasonable attorneys' fees and costs incurred in connection therewith.

NON COPY -  
CO. RECORDERS

SUBJECT TO the duty of Grantee to restore the existing surface to as close a natural state as possible under the circumstances, and otherwise perform obligations imposed upon it by contract or by law, and to repair any surface damage caused by Grantee's invasion or occupancy to service the easement or the sewer line and fixtures contained therein, at its expense and within a reasonable time, and in accordance with the standards established for the initial installation.

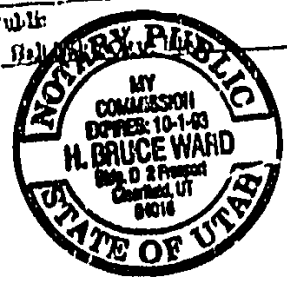
IN WITNESS WHEREOF, Grantor has executed this document on this 31 day of August, 1992.

The Merbeck Manor Co.  
Grantor:  
BY Michael A. Merbeck  
Grantor - Michael Merbeck  
Address - 2750 East 9800 South  
Address - Sandy, Utah 84092  
Address

State of Utah )  
County of Salt Lake )

On the 31 day of AUG, 1992, personally appeared before me The Merbeck Manor Co. by Michael Merbeck who being by me duly sworn, did say that he and/or she duly executed the foregoing instrument.

H. Bruce Ward  
Notary Public  
Resides: Salt Lake City



My Commission Expires: 10-1-93

Property Tax Serial No. 2435-155-010-0000  
Property Location Area: Brighton Circle

BK 6529 PG 0162

Exhibit A

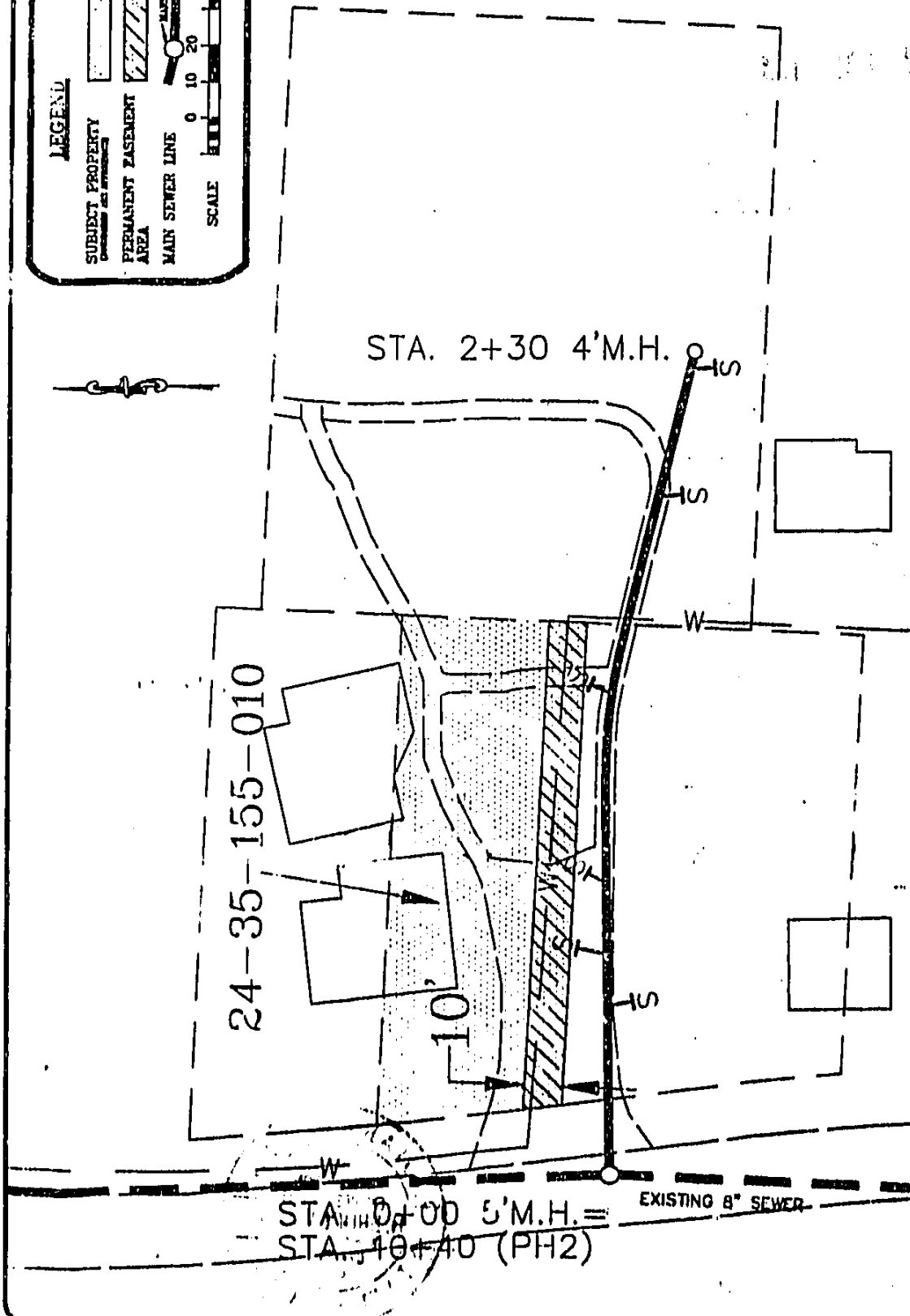
**LEGEND**

SUBJECT PROPERTY  
*(indicated by dashed lines)*

PERMANENT EASEMENT  
AREA  
*(indicated by hatched area)*

MAIN SEWER LINE  
*(indicated by solid line with 'S')*

SCALE  
0 10 20 40



SOLIDICE IMPROVEMENT DISTRICT  
BIG COTTONWOOD CANYON SANITARY SEWER - PHASE 3  
BRIGHTON LOOP EASEMENT DESCRIPTIONS

EDMUND WATSON AND PREATOR ENGINEERING  
ENGINEERS PLUMBERS SURVEYORS MAY LAKE CITY

**FWP**

Project No.	
Sheet No.	
Scale	
Checked By	
By	
Date	

STA. 0+00 5' M.H. =  
STA. 10+40 (PH2)  
EXISTING 8" SEWER

Exhibit B

VTDI 24-35-155-010-0000 DIST 40  
THE MERBACK MANORS CO PRINT UPDATE LEGAL TOTAL ACRES 0.16  
REAL ESTATE 20560  
BUILDINGS 0  
MOTOR VEHIC 0  
TOTAL VALUE 20560

% DAVID FILMORE 943-3669(R) TAX CLASS NE  
2750 E 9800 S EDIT 1 BATCH NO 0  
SANDY, UT 840924265 BATCH SEQ 0  
LOC: 12400 E 8100 S #APROX EDIT 1 BOOK 3881 PAGE 0458 DATE 00/00/00  
SUB: TYPE UNKN PLAT

PROPERTY DESCRIPTION  
COM 1204.7 FT E & N 27' E 374.42 FT FR W 1/4 COR SEC 35 T  
2S, R 3E, S L M; N 27' E 49.98 FT; W 143.94 FT; S 1131' E  
50.96 FT; E 131.63 FT TO BEG. LESS STATE ROAD, 0.16 AC

BK6529PS0164