

Sandy Suburban
Improvement District
9115 South 700 East
Sandy, Utah 84070

NO FEE

DUPLICATE RECEIPT
5687762

17 DECEMBER 93 11:16 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SANDY SUBURBAN IMPROVEMENT DIST
REC BY: KARMA BLANCHARD, DEPUTY

EASEMENT

5687762

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, A.J. Reed, a limited partnership as GRANTOR hereby grants, conveys, sells, and sets over unto the Sandy Suburban Improvement District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, that portion of a perpetual right-of-way and easement lying within the GRANTOR'S land to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called FACILITIES, said perpetual right-of-way and easement being situated in Salt Lake County, State of Utah, over and through that portion of the GRANTOR'S land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof more particularly described as follows:

Beginning at a point located as follows: Starting at the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89° 51' 37" East 92.36 feet; thence North 0° 08' 34" West 1,369.29 feet; thence South 89° 56' 30" West 2,234.4 feet; thence North 0° 10' 20" East 369.48 feet; thence West 170.61 feet to the true point of beginning of the easement, running thence West 20.00 feet to the East line of a freeway known as Project No. 01-7 (as disclosed by that certain Warranty Deed recorded October 1, 1964 as Entry No. 2031530 in Book 2243 at Page 458 of official records and other documents of record).

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such facility shall be maintained, with the right of ingress and egress in 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 following described property as may be reasonably necessary in connection with the construction or repair of said FACILITIES:

Beginning at a point on the center line of 100th South Street and the center of a North - South fence line as projected to the South, said beginning point being located as follows: Starting at the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89° 51' 37" East 92.36 feet; thence North 0° 08' 34" West 1,369.22 feet; thence South 89° 56' 30" West 2,234.4 feet to the true point of beginning of the parcel hereinafter described, and

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running thence South 89° 56' 30" West 173.0 feet along the center line of said 100th South Street to the East line of a freeway known as Project No. 01-7 (as disclosed by that certain Warranty Deed recorded October 1, 1964 as Entry No. 2031530 in Book 2243 at page 458 of Official Records and other documents of record) said point being on the arc of a 34,252.5 foot radius curve to the right; thence Northwesterly 1,162.0 feet along the arc of said curve to a brass right of way marker (Note: long chord of said curve bears North 2° 33' 19" West); thence North 3° 03' 00" East 399.5 feet; thence North 0° 50' 00" West 118.60 feet to the South line of the Jordan and Salt Lake Canal; thence (leaving said East line of Freeway) North 84° 20' 47" East 211.4 feet along said canal to an old fence line; thence South 0° 10' 20" West 1,699.02 feet along said fence line to the point of beginning.

The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. 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 shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through said FACILITIES.

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 right-of-way and easement grant 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, and may be assigned in whole or in part by GRANTEE.

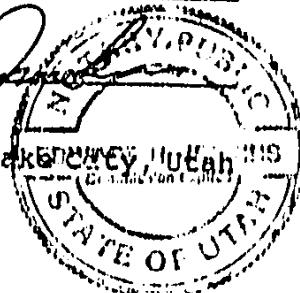
IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement, this 3rd day of December, 1997.

Douglas J. Reed
Douglas J. Reed
General Partner

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 3rd day of December, 1997, personally appeared before me Douglas J. Reed the signer(s) of the foregoing instrument, who duly acknowledged to me that he executed the same.

Edward R. Jones
Notary Public
Residing in Salt Lake City, Utah



My Commission Expires:

May 1, 1998

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