

A. 10002

5859424
06/27/94 08:56 AM**NO FEE**
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SOLITUDE IMPROVEMENT DIST
REC BY: B GRAY DEPUTY - MP

WHEN RECORDED PLEASE MAIL TO GRANTEE:
Solitude Improvement District #88
P.O. Box 21350
Salt Lake City, Utah 84121-0350

GRANT OF EASEMENT
for
Construction and Maintenance of Sanitary Sewer Line

KNOW ALL MEN BY THESE PRESENTS that Eudora Wiltsoe Durham Family Association, (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, 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). Grantee 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.

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 12th day of May, 1994.

Eudora Wiltsoe Durham Family Association
By Richard H. Madison

Grantor - Mary H. Durham II, MD
Grantor -

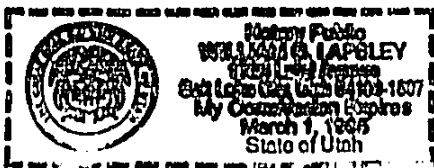
Address - 4095 So. Mars Way

Address - Salt Lake City, Utah 84124

Address - Richard H. Madison apt

State of Utah)
) ss:
County of Salt Lake)

On the 12th day of May, 1994, personally appeared before me George H. Doolan, III who being by me duly sworn, did say that he is and is the Trustee of the Eudora Wiltsoe Durham Family Association and authorized to execute the foregoing instrument in behalf of the Eudora Wiltsoe Durham Family Association.



William J. Pogley
Notary Public
Resides: Salt Lake City, Utah

Commission Expires: March 1, 1995

Property Tax Serial No. 24-35-133-004-0000
Property Location Area: Brighton - Prospect Street

5859424

POST COPY -
CO. RECORDER

BK 6969 PG 0328

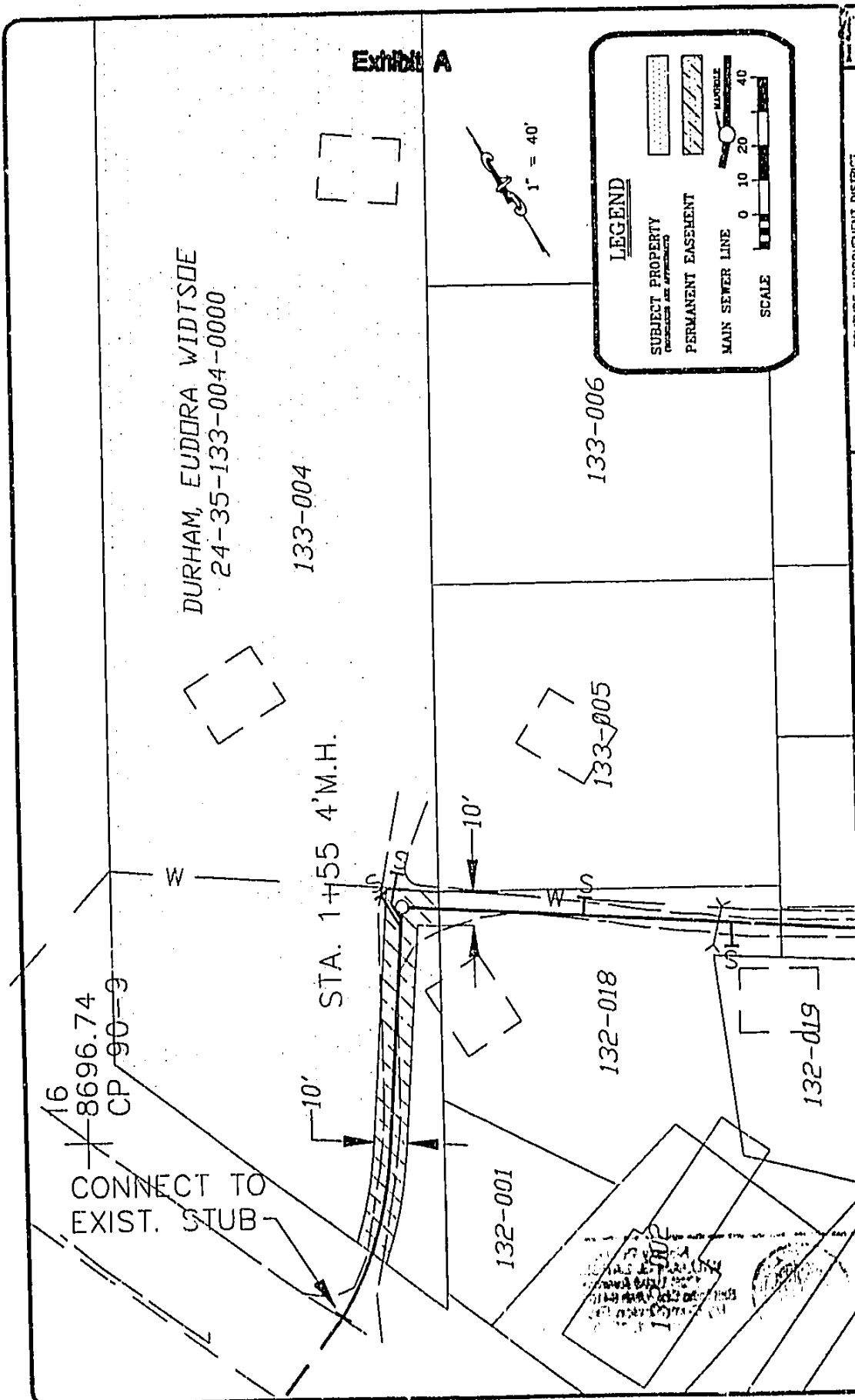


Exhibit A

DURHAM, EUDORA WIDTSDOE
24-35-133-004-0000

133-004

133-006

133-005

132-018

132-019

132-001

STA. 1+55 4'M.H.

16
8696.74
CP 90-3

CONNECT TO
EXIST. STUB

LEGEND

- SUBJECT PROPERTY (ENCUMBRANCES ARE APPROVED)
- PERMANENT EASEMENT
- MAIN SEWER LINE

SCALE 0 10 20 40

1" = 40'

Project Number: _____		Date: _____	
Designed By: _____		Date: _____	
Drawn By: _____		Date: _____	
Checked By: _____		Date: _____	
_____ Date: _____	_____ Date: _____	_____ Date: _____	_____ Date: _____
Eckhoff Watson and Preator Engineering ENGINEERS PLANNERS SURVEYORS		SALT LAKE CITY	
SOLIDUDE IMPROVEMENT DISTRICT BIG COTTONWOOD CANYON SANITARY SEWER - PHASE 3B BRIGHTON-EASEMENT DESCRIPTIONS			

BK69696969

8. 1999

Exhibit B

VTDI 24-35-133-004-0000 DIST 40
DURHAM, EUDORA WIDTSOE,
FAMILY ASSOCIATION
Z MELISSA M. PARKIN
4095 S MARS WY
SALT LAKE CTY UT
LOC: 12600 E 7900 S #APROX
SUB:

PRINT P UPDATE
LEGAL

278-2701

TAX CLASS NE

EDIT 1

BATCH NO 0

841242205

BATCH SEQ 0

EDIT 1

BOOK 4270

TOTAL ACRES	0.87
REAL ESTATE	68700
BUILDINGS	42800
MOTOR VEHIC	0
TOTAL VALUE	111500

PAGE 0437 DATE 00/00/00
TYPE UNKN PLAT

PROPERTY DESCRIPTION
BEG 803.5 FT S & 96 FT W OF N 1/4 COR SEC 35, T 2S, R 3E, S
L M, W 413.33 FT; N 37°40' E 121.27 FT; E 339.21 FT M OR L S
96 FT TO BEG. 0.87 AC

-P0800027-
CO. RECORDER

BK 6969 PG 0330