

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

5932440
09/29/94 08:54 AM **NO FEE**
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SOLITUDE IMPROVEMENT DISTRICT
REC BY: D KILPACK DEPUTY - WI

5932440

GRANT OF EASEMENT

for
Construction and Maintenance of Sanitary Sewer Line

KNOW ALL MEN BY THESE PRESENTS that Glade A. Peterson and Ghanna S. Peterson, trustees, (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 11th day of July, 1994.

[Signature]
Grantor - Glade A. Peterson and
[Signature]
Grantor - Ghanna S. Peterson, trustees

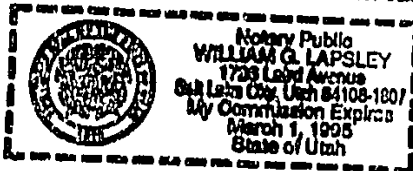
Address - 5615 S. Hillside Drive

Address - Murray, Utah 84107

Address -

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

On this 11th day of July, 1994, personally appeared before me Glade A. Peterson and Ghanna S. Peterson, who being by me duly sworn, did say that he and/or she duly executed the foregoing instrument.



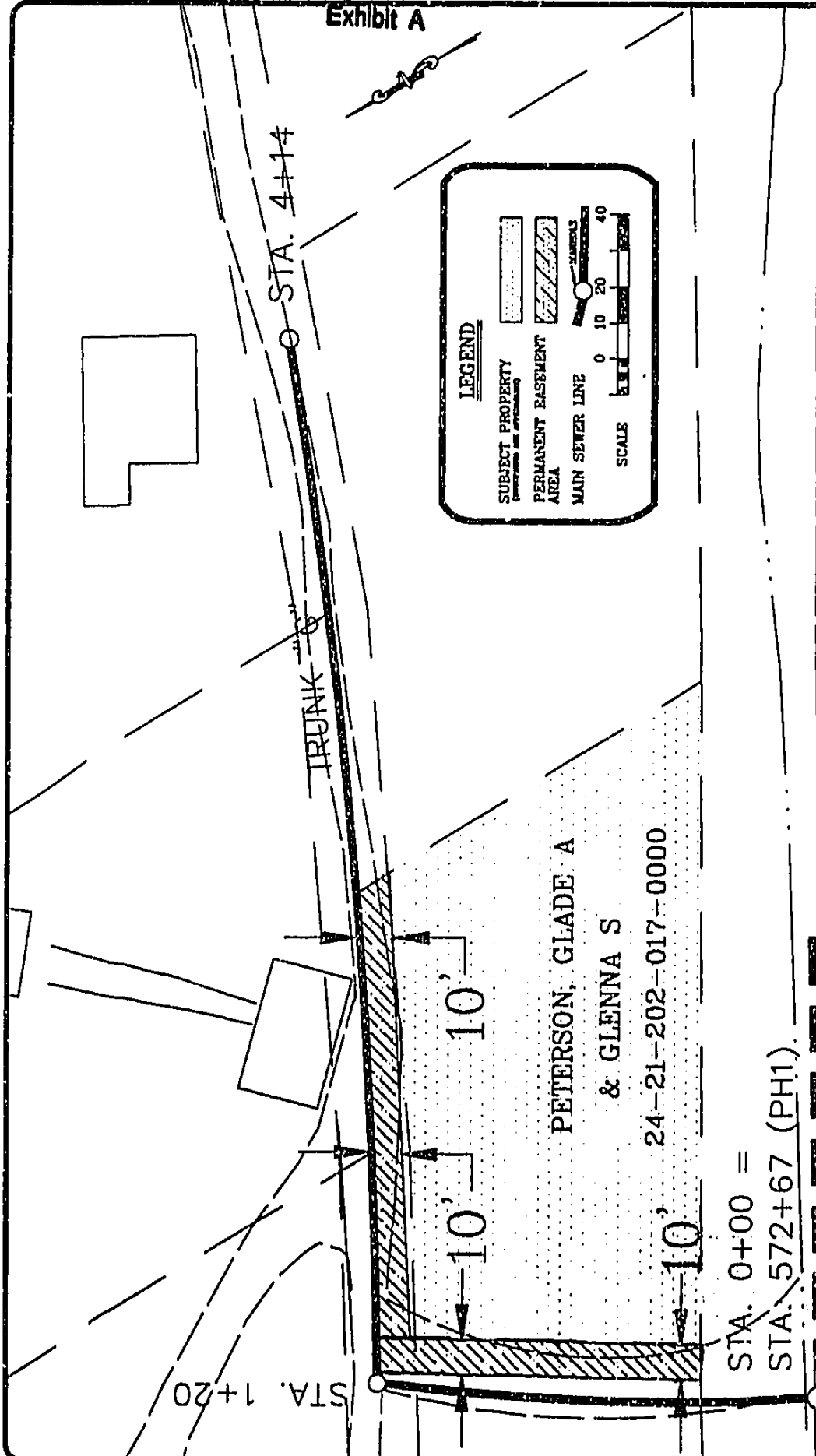
[Signature]
Notary Public
Resides: Salt Lake City, Utah

Commission Expires: March 1, 1995

Property Tax Serial No. 24-21-202-017-0000
Property Location Area: Silver Fork

BK 7027 PG 2075

Exhibit A



LEGEND

- SUBJECT PROPERTY (Dotted pattern)
- PERMANENT EASEMENT AREA (Hatched pattern)
- MAIN SEWER LINE (Solid line with circles)

SCALE: 1" = 40'

0 10 20 40

PETERSON, GLADE A
& GLENNA S
24-21-202-017-0000

STA. 0+00 =
STA. 572+67 (PH1)

EXIST. 10" HDPE SWR
UT. 152

Project Number: _____		SALT LAKE CITY	
Designed By: _____	Checked By: _____	Eckhoff Watson and Preator Engineering PLANNERS SURVEYORS	
Drawn By: _____	Scale: _____	SOUTHOIDE IMPROVEMENT DISTRICT BIG COTTONWOOD CANYON SANITARY SEWER - PHASE 3 SILVERFORK PLAN-EASEMENT DESCRIPTIONS	

BK7027PG2076

Exhibit B

VTDI 24-21-202-017-0000 DIST 40
PETERSON, GLADE A & GLENNA S; PRINT P UPDATE
TRS ^{3rd lot} 266-0523 TAX CLASS NE LEGAL
5615 S HILLSIDE DR EDIT 1 BATCH NO 0
MURRAY UT 841076101 BATCH SEQ 0
LOC: 11200 E 6300 S #APROX EDIT 1 BOOK 6431 PAGE 2046 DATE 04/02/92
SUB: TYPE UNKN PLAT

TOTAL ACRES	0.50
REAL ESTATE	24000
BUILDINGS	0
MOTOR VEHIC	0
TOTAL VALUE	24000

PROPERTY DESCRIPTION
BEG 1098 FT E & 882.2 FT S FR N 1/4 COR OF SEC 21, T 2S, R
3E, S L M; S 59°19' E 216.1 FT; N 0°10' E 136.91 FT; N 60°
48' W 160.94 FT; S 23°29'45" W 114.68 FT TO BEG. 0.50 AC.
5409-523, 5405-1977 5409-0522 5531-2084

BK7027PG2077