

5963036

Remit to:

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

E A S E M E N T

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, George H. Hyde and Clarence J. Hyde as GRANTORS hereby grant, convey, sell, and set 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 GRANTORS 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 GRANTORS 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 on the East property line, said point being South 913.21 feet and West 1,737.83 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian (basis of bearing South 0° 08' 34" East along the monument line in State Street as shown on the Salt Lake County Area Reference Plat for said Section 12); thence West 400.0 feet more or less to the West property line.

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 property along and adjacent to said right-of-way as may be reasonably 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 its original condition as is reasonably possible. GRANTORS 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.

GRANTORS 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 GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

Altu View Trunk line

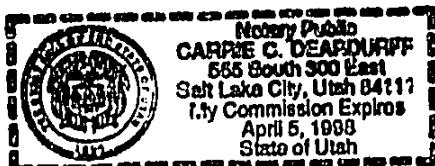
ER 7052 RE: 474

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way
and easement, this 4th day of November, 1994.

George H. Hyde
Clarence J. Hyde

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 4th day of November, 1994, personally appeared before
me George H. Hyde + Clarence J. Hyde the signer(s) of the
foregoing instrument, who duly acknowledged to me that they
executed the same.



Carrie C. Dearborn
Notary Public

Residing in Salt Lake City, Utah

My Commission Expires:

5963036
11/09/94 1:27 PM***NO FEE***
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SANDY SUBURBAN IMP. DISTRICT
REC BY: S WEST ,DEPUTY - WI

EX7052PC1475