

6867418

When Recorded Return to:
Michael R. Embley, Manager
Kearns Improvement District
P.O. Box 18608
Kearns, Utah 84118

6367418
05/28/96 1:14 PM 18.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
REC BY: B GRAY ,DEPUTY - WI

EASEMENT

AGREEMENT, made this 24th day of May, 1996, by and between Bach Development of Salt Lake County, Utah, hereinafter referred to as "Grantor," and KEARNS IMPROVEMENT DISTRICT, created, organized, and existing under the laws of the State of Utah, having its principal place of business at 5350 West 5400 South, Kearns, County of Salt Lake, State of Utah, hereinafter referred to as the "Grantee;"

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of a tract of land located in Salt Lake County; and

WHEREAS, Grantee requires a permanent easement and right-of-way across Grantor's land from the construction, operation, and maintenance of utilities, including a sanitary sewer/ water line, and appurtenant structures, across said tract of land owned by Grantor; and

WHEREAS, Grantor is willing to grant this right-of-way and easement to Grantee as set out below.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration paid by Grantee to Grantor, Grantor hereby grants, warrants and conveys unto Grantee, its successors and assigns, a permanent easement and

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right-of-way for the purpose of, but not limited to, construction, operation, repair, replacement, and maintenance of utilities, including a sanitary sewer line and or culinary water the necessary accessories and appurtenances used in connection therewith, together with the right to enter upon Grantor's premises for such purposes, in, on, over, under, through, and along said portion of the land of Grantor or so much thereof as is transversed by the following easement and right-of-way located in Salt Lake County, Utah, which is more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Grantor shall not construct or cause or allow to be constructed any permanent or temporary buildings or structures upon the easement described herein, whether the same shall have been brought, placed or constructed upon the said premises by Grantor or by its successors, guests, tenants, subsequent purchasers, assigns, invitees or anyone else. Should such structures be placed upon the premises in violation of the preceding sentence, they shall be so placed at the Grantor's or the owner's sole risk and expense, and the owner, as from time to time constituted, shall be solely responsible for the cost and expense of removing and/or relocating the structure or improvement or any portion thereof from the subject premises. In the event such removal is required for the maintenance, repair, operation or replacement of the Grantee's line or lines located within the Easement, neither the Grantor nor the owner of the subject property nor any other persons shall have any recourse whatsoever against the Grantee in the event any structure

or improvement, or any portion thereof, must be removed and/or relocated and Grantee shall not be liable for any damage to such improvements resulting from such maintenance, repair, operation or replacement activities.

This permanent grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the day and year first above written.

GRANTOR

Bach Development
By *[Signature]*

GRANTEE

KEARNS IMPROVEMENT DISTRICT

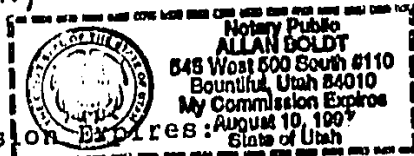
By *[Signature]*, Dist Mgr.

ATTEST:

[Signature]

THE STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

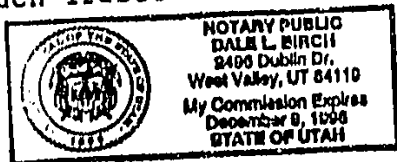
On the 28th day of May, 1987⁹⁶, personally
appeared before me Greg Rindlisbacher, the Secretary of Bach Development Co., a Utah Corporation,
signer of the foregoing
instrument, who duly acknowledged to me that he executed the same
by authority.



Allan Boldt
NOTARY PUBLIC
Residing at _____

THE STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 24th day of May, 1987⁹⁶, personally
appeared before me Michael R. Emblay and Randy Drummond,
the signers of the above instrument, who duly acknowledged to me
that they are both Officers of the Kearns Improvement District and
that they executed the above instrument on behalf of the District
as such Trustees.



Dale L. Birch
NOTARY PUBLIC
Residing at:
West Valley, UT 84110

My Commission Expires:
12/9/98

*R
G
A*

**RALPH GOFF
&
ASSOCIATES**

262-8733
(FAX) 262-6531

consulting engineers

118 East Vine Street
Murray, UT 84107

May 24, 1996

LEGAL DESCRIPTION

**CARRINGTON SQUARE APARTMENTS
EXISTING SEWER LINE**

**BEGINNING AT A POINT WHICH IS N0°32'00"W, 1569.63 FEET FROM THE
SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°58'29"E, 694.09 FEET;
THENCE N19°16'21"E, 260.44 FEET**

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