

When Recorded Return to:  
Mr. William E. Kenworthy, Jr.  
Salt Lake County Sewerage Improvement Dist. #1  
P.O. Box 908, Draper, Utah 84020

6374431  
06/04/96 4:26 PM 14.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY: B GRAY DEPUTY - WI

6374431

### SEWER EASEMENT

FOR the sum of FIVE THOUSAND DOLLARS (\$5,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned "Grantors" hereby grant, convey, sell and set over unto the Salt Lake County Sewerage Improvement District No. 1, a body politic of the State of Utah, hereinafter referred to as "Grantee," its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipe lines, manholes, laterals, and other sewer collection and transmission structures and facilities, hereinafter called "Facilities" insofar as they lie within the property of the Grantors, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel of the Grantor's land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF INAUGURATION SUBDIVISION PHASE 3 AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY, SAID POINT BEING SOUTH 89°51'04" WEST 478.91 FEET AND SOUTH 89°46'34" WEST 279.57 FEET FROM THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SLAT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°54'32" WEST 728.0 FEET TO A POINT 5.0 FEET WEST OF THE INTERSECTION OF AN EXISTING SANITARY SEWER LINE RUNNING NORTHERLY. (see Exhibit C)

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, representatives, 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 after construction of said facilities.

Grantee shall restore said premises of the easement to the condition it was in prior to any construction, repair or maintenance of said sewer, including road base and other fill materials.

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 Facilities or with the collection and conveyance of sewage through said Facilities, or any other rights granted to the Grantee hereunder.

Grantors shall not build or construct or permit to be built or constructed any building over or across said right-of-way, nor change the contour thereof in excess of three feet without the written consent of Grantee. Grantee hereby consents that

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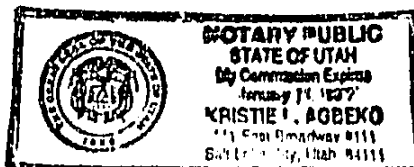
STATE OF UTAH, County of SALT LAKE ) ss.

On this date, 6-4-96, personally appeared before me PATRICK H. HOLMES, who being by me duly sworn did say that he is the member of HOLMES & ASSOCIATES, L.C. the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its by-laws (or by authority of a resolution of its board of managers/members) and said PATRICK H. HOLMES acknowledged to me that said limited liability company executed same.

*Kristie L. Agbeko*

Notary Public

MY COMMISSION EXPIRES: 1-11-97  
RESIDING IN: SALT LAKE CITY, UTAH



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