

6460079

When Recorded Return to
Mr. William E. Kenworthy, Jr.
Salt Lake County Sewerage
Improvement District No. 1
P.O. Box 908
Draper, Utah 84020

Johnson Enterprises
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6460079
09/20/96 3:21 PM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CO SEWERAGE IMP. DIST. #1
REC BY:V ASHBY DEPUTY - WI

EASEMENT

A portion of the West Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR(S) 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 GRANTOR(S), 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 on either side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning from a point on the east line of the GRANTOR's property, County Parcel No. 27-13-326-001, said point lying West 625.61 feet and South 950.99 feet from the Center of Section 13, Township South, Range 1 West, Salt Lake Base and Meridian; running thence S 88°56'0"W 221.64 feet to the west line of GRANTOR's property.

Beginning from a point on the east side of the GRANTOR's property, County Parcel No. 27-13-326-001, said point lying West 331.95 feet and South 77.22 feet from the Center of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; running thence S 82°42'32"W 117.23 feet, more or less; thence N 82°33'37"W 186.00 feet, more or less; thence S 87°56'04"W 272.00 feet, more or less; thence N 51°06'54"W 37.5 feet, more or less, to a point on an existing sewer easement on the GRANTOR's property.

Contains: 0.38 acres (approx. 834.37 l.f.).

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, 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.

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During construction periods, GRANTEE and its agents may use such portions of GRANTOR'S 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 its original condition.

GRANTOR(S) 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 collection and conveyance of sewage through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR(S) 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 without the written consent of GRANTEE. GRANTEE hereby consents that GRANTOR(S) may construct roads, waterlines, curb, gutter, sidewalks and storm drains at GRANTOR'S expense across the easement where necessary in connection with GRANTOR'S development of the property, provided the use of the Facilities is not impaired, damaged or disturbed thereby. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR(S) and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTOR(S) have executed their right-of-way and easement this 20th day of September, 1996.

County Parcel No. Acreage GRANTOR(S)

27-13-326-001 0.38
(834.37 l.f.)

Johnson Enterprises

By: May H. Johnson
May Johnson
General Partner

STATE OF UTAH)

SS

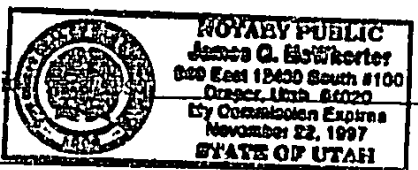
COUNTY OF SALT LAKE)

On the 20th day of September, 1996,
May Johnson, the signer(s) of the above instrument,
personally appeared before me and duly acknowledged to me they executed the same.

[Signature]
Notary Public

My Commission

Residing in:



OK 1493PG1129