

Atto:  
Sandy Suburban  
Improvement District  
P.O. Box 7  
Sandy, Utah 84091-0007

6857529  
02/06/98 09:39 AM\*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SANDY SUBURBAN IMP. DISTRICT  
REC BY: R JORDAN , DEPUTY - WI

AGREEMENT

THIS AGREEMENT is made and entered into as of the 22 day of January, 1998, by and between the Sandy Suburban Improvement District, a governmental entity, hereinafter referred to as the "District", and The Fur Breeders Agricultural Cooperative, a Cooperative, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, the District desires to obtain an easement and right-of-way for a public sanitary sewer over and through certain property owned by Owner; and

WHEREAS, the Owner is willing to grant an easement to the District in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Owner hereby agrees to execute and deliver to the District a recordable easement in the form attached hereto as Exhibit "A" and by this reference made a part hereof. The District shall have the right to record the easement in the office of the Salt Lake County Recorder, State of Utah, upon receipt of the same from the District.

2. Payment. In consideration for granting of the above referenced easement, the District hereby agrees to pay Owner concurrently herewith the sum of Twelve Thousand Eight Hundred Sixty Four Dollars Twenty Cents (\$12,864.20). In addition, the District agrees to grant Owner credit for two prepaid sewer connections to the District's sewer system based on up to a 2" water connection each.

3. Entire Agreement. This Agreement and the Easement attached hereto contain the entire agreement and understanding of the parties with reference to the subject matter hereof and supersede any prior agreements, promises, representations or understandings of the parties not contained herein.

6857529

BK 7874 PG 0394

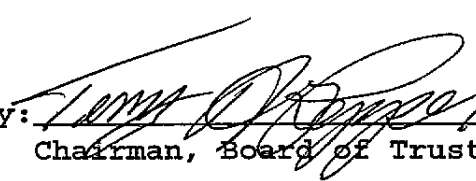
4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, trustees, agents, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first hereinabove written.

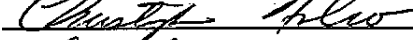
SANDY SUBURBAN IMPROVEMENT DISTRICT

ATTEST

  
Nancy Groberg  
Clerk

By:   
Chairman, Board of Trustees

THE FUR BREEDERS AGRICULTURAL  
COOPERATIVE, a Cooperative

By:   
Its: General Manager

# Exhibit "A"

## EASEMENT

For the sum of One Dollar (\$1.00) 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 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 a parcel 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, described as follows:

Tract No. NE 2-4 - Fur Breeders Agricultural Cooperatives

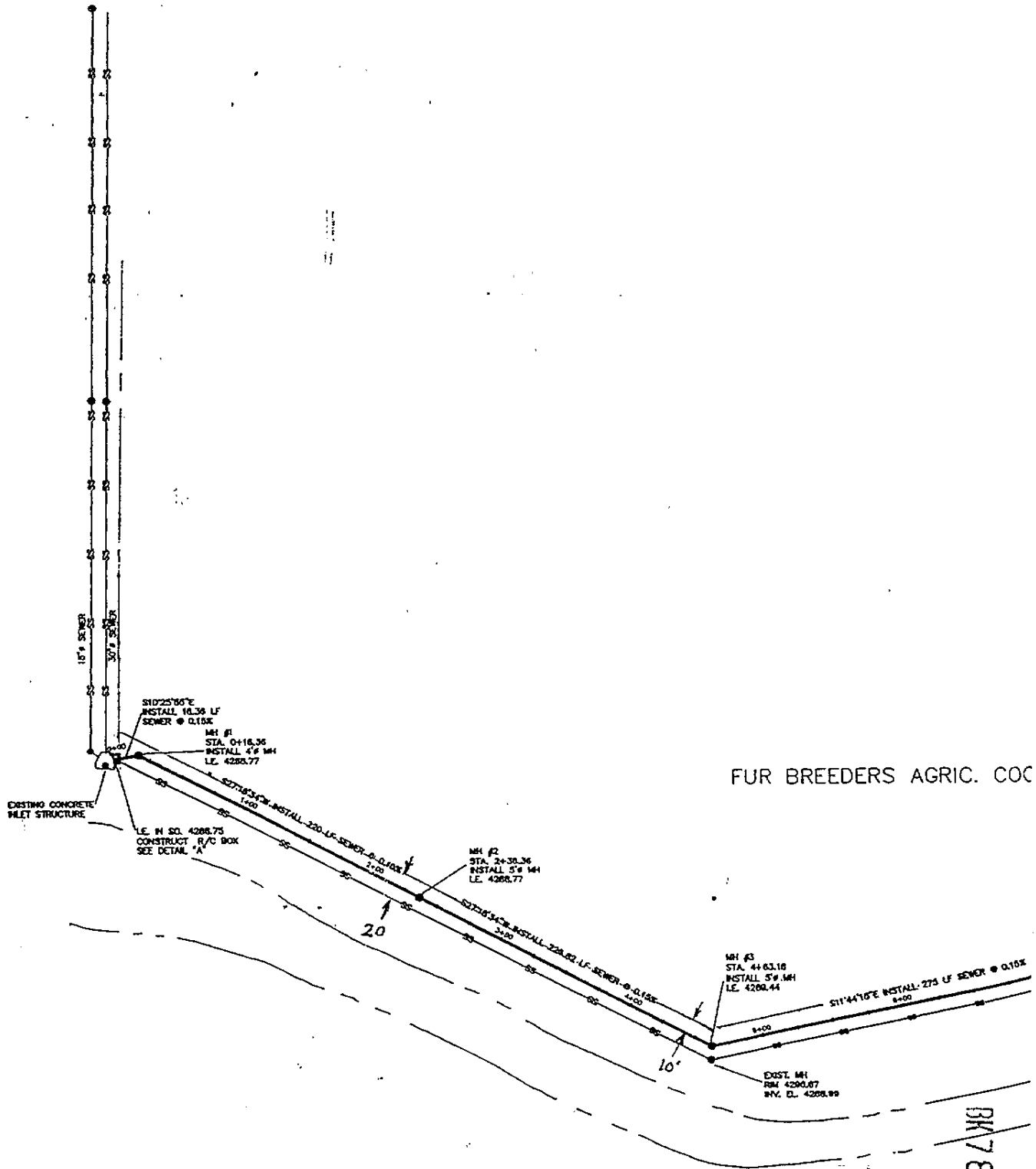
Beginning at a point which is North  $0^{\circ}13'50''$  East along the Section line, 1294.70 feet and West 536.26 feet from the East Quarter Corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South  $10^{\circ}25'55''$  East 20.00 feet; thence South  $27^{\circ}18'34''$  West 446.82 feet; thence South  $11^{\circ}44'15''$  East 819.60 feet to the North right of way line of 9000 South Street.

TO HAVE AND TO HOLD the same unto 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.

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E 1/4 SECTION 2  
T3S, R1W, SLB & M

700

WEST

STREET

S'50"E

WAYNE G.

STREET

SOUTH  
INSTALL 171 LF SEWER  
@ 1.00% W/160 LF 24" CASING

MH #7  
STA. 14+57.42  
INSTALL 6" MH  
L.E.

SOOTY OTW INSTALL :  
15+00

MH #5  
STA. 12+00.42  
INSTALL 6" MH  
L.E. IN  
L.E. OUT

MH #3  
STA. 10+13.18  
INSTALL 6" MH  
L.E. 4290.27

MH #4  
STA. 7+30.18  
INSTALL 6" MH  
L.E. 4290.86

S11°44'15"E INSTALL 275 LF SEWER @ 0.15%  
8+00

S11°44'15"E INSTALL 273.24 LF SEWER @ 0.15%  
11+00

20'

JORDAN RIVER

$TOTAL LENGTH = 20.0' + 446.8' + 819.6' = 1286.4'$

2622.65'

9000

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