

7081010

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09/09/98 11:40 AM**NO FEE**
NANCY WORKMAN
RECODER, SALT LAKE COUNTY, UTAH
GRANGER-HUNTER IMP. DISTRICT
PO BOX 701110
WVC, UT 84170
REC BY: R JORDAN
,DEPUTY - WI

GRANT OF EASEMENT

7081010

For valuable consideration, receipt and sufficiency of which is hereby acknowledged, Northwest Land and Development, LLC, grantor, of real property on the north east quadrant of the 3100 South / Bangerter Highway intersection, County of Salt Lake, State of Utah , hereby grant, convey and warrant to the Granger-Hunter Improvement District, a body politic of Salt Lake County, State of Utah, Grantee, its successors and assigns, a permanent ingress, egress, Right-of-Way, easement to design, engineer, survey, construct, reconstruct, operate, repair, replace and maintain sanitary sewer pipelines, culinary water pipelines, and appurtenant structures and facilities on, over, across, under and through the following described tract of land situated in Salt Lake County, State of Utah. The tract of land is situated in the Northwest quarter of Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of a permanent 30 foot wide easement for water and sewer pipelines, the boundaries of said tracts are described as follows:

Commencing at a monument located at the intersection of 3100 South and 3600 West streets, said monument set to represent the center of said section; thence North 89°46'18" West along the monument line for 658.68 feet; thence North 00°13'42" East perpendicular to said monument line for 53.00 feet to the POINT OF BEGINNING, said point lying on the North right-of-way line of 3100 South Street; thence North 89°46'18" West along said North right-of-way line for 30.00 feet; thence North 00°13'37" East for 96.00 feet; thence North 89°46'15" West for 53.37 feet to a point on the East right-of-way line of the Bangerter Highway; thence North 00°19'10" East along said East right-of-way for 30.00 feet; thence South 89°46'15" East for 83.32 feet; thence South 00°13'37" West for 126.00 feet to the POINT OF BEGINNING, containing 0.1219 acres. (5308.29 sq. ft.)

Also a temporary construction easement and temporary site access as shown on the attached sketch. The temporary construction easement and temporary site access shall expire upon completion of said construction.

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Grantor shall retain the right to make reasonable use of the property burdened by the easement herein above described; provided, however, that Grantor shall not construct any permanent buildings or other unreasonable structures or unreasonable improvements, including, without limitation planting any trees whose roots would contact Grantee's pipelines, structures and facilities, or otherwise do any thing or take any action that would unreasonably interfere with the Grantee's rights to the use of said property or Grantee's rights of ingress or egress as herein set forth. Grantor may plant grass and shrubs and/or may construct asphalt based parking areas including concrete curbs, gutters and sidewalks on this easement. Grantee will repair or replace any of these improvements of Grantor's damaged by Grantee's use of easement. Grantee will indemnify and defend Grantor for any liabilities caused by Grantee's use of the easement. Grantee and Grantor will not build or cause to be built any above ground structures on this easement. Grantee will cooperate with Grantor in any reasonable way with Grantor's use of the property defined by this easement.

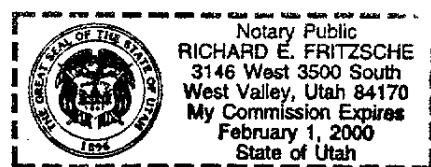
Dated this 8th day of September, 1958.

Roger Maxfield Manager
By: Title:
Northwest Land and Development, LLC

State of Utah : ss.
County of SALT LAKE)

Kidab E. Entzale

Notary Public
Residing at



My Commission Expires:

My Commission Expires
February 1, 2000

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