

8453 S Sandy Parkway

Please return to:
Dianne H. Aubrey, CMC/AEE
Sandy City Recorder
10000 Centennial Parkway
Sandy, Utah 84070

7644071
05/23/2000 09:41 AM NO FEE
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY UT 84070
BY: ZJN, DEPUTY - WI 3 P.

GRANT OF EASEMENT FOR STORM WATER/IRRIGATION LINE

Laurel Partnership, a New York partnership, Grantor, hereby grants, conveys and warrants to SANDY CITY CORPORATION, a Utah municipal corporation, Grantee, for Nine Hundred Seventy-Five Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent, non-exclusive easement and right-of-way for the surveying, construction, repair, renewal, modification, reconstruction, relocation, maintenance, inspection, replacement or removal of storm water pipelines and reasonably necessary related facilities for the transportation of storm and/or irrigation water through, across, over and under the described premises (the "Utility Easement"), together with all rights of ingress and egress along said Easement Property (defined below) necessary or convenient for the full and complete use, occupation and enjoyment of the Utility Easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation and enjoyment of the Utility Easement, the right to go upon so much of Grantor's property as is reasonably necessary to accomplish any of the purposes herein, the right to remove and replace fences, electrical and water lines and other obstructions, and the right to place dirt, materials and equipment upon Grantor's property near or adjacent to the Easement Property for reasonable periods of time incident to the purposes for which the Utility Easement is granted. The Utility Easement affects certain real property in Salt Lake County, Utah that is more particularly described as follows (the "Easement Property"):

Beginning at a point which lies at the intersection of the southerly line of grantor's land and the westerly right-of-way line of Interstate 15, said point also lies North 00°14'20" West, along the section line, 78.511 meters, and East, 539.124 meters from the southwest corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 77°02'25" West 13.534 meters; thence North 07°29'27" West 10.211 meters; thence North 81°55'16" East 13.473 meters to a point on said westerly right-of-way line; thence South 07°29'27" East, along said westerly right-of-way line, 9.060 meters to the point of beginning.

Contains 130 square meters, more or less.

Grantor and its successors and assigns may use the surface of the Utility Easement for such purposes as will not interfere with the Grantee's use of the Utility Easement.

Grantee shall restore the surface of the Utility Easement (including the removal of any debris) upon constructing, repairing, maintaining, or replacing any storm water facilities installed in or under the Utility Easement or in making connections thereto, so that the same will be left in a sightly condition and restored to, as near as practicable, the condition of the surface and any constructed improvements thereon as existed prior to such work. The rights granted to Grantee hereunder shall be reasonably exercised and Grantee shall be liable for any damage done to the subject property resulting from such work.

The Utility Easement is subject to the following:

- (a) all encumbrances, covenants, conditions, restrictions, easements, reservations and other matters of record; and
- (b) all matters that a careful inspection or an accurate survey of the Easement Property would disclose.

Nothing in this instrument shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public, it being the intention of the parties that the rights granted herein be strictly limited to the purposes expressed in this instrument.

This instrument shall be binding on the Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the hand of said Grantor and Grantee have executed this instrument on the dates set forth in the acknowledgments below.

GRANTOR:

LAUREL PARTNERSHIP, a New York general partnership, by its managing partner: C. S. KANSAS CITY CORP., a Missouri corporation

By: Malcolm Chafetz

Title: SECRETARY

STATE OF New York)

County of New York) : ss

On the 24th day of MARCH, 1999, personally appeared before me

Malcolm Chafetz, the SECRETARY of C. S. Kansas City Corp., a Missouri corporation, the managing partner of Laurel Partnership, a New York general partnership, and acknowledged that he executed the foregoing instrument on behalf of said partnership.

Margaret Runge
NOTARY PUBLIC, Residing at
Queens, New York

My Commission Expires:
January 11, 2001

MARGARET RUNGE
Notary Public, State of New York
No. 41-4916340
Qualified in Queens County
Commission Expires Jan. 11, 2001

GRANTEE:

Sandy City Corporation,
a Utah Municipal corporation



TEST:

X *Tom Dolan*
TOM DOLAN, MAYOR

Dianne Aulrey
CITY RECORDER

STATE OF UTAH)

: SS.

COUNTY OF SALT LAKE)

On the 9th day of May, 2000, 1999, personally appeared before me TOM DOLAN, and *Dianne Aulrey*, who being duly sworn, did say that they are the Mayor and *Sandy* City Recorder, respectively, of Sandy City Corporation, and acknowledged that the foregoing instrument was signed on behalf of said City.

Gina M. Talbot
NOTARY PUBLIC, Residing at

Sandy, UT
My Commission Expires:

9-06-02

SANDY CITY APPROVALS

aka 3-30-00
Department *JB*

Risk Mgt. *JB*

Budget *JB*

Legal Form. *JB*

Purchasing Compliance *U/A MJB*

