

7698846

When Recorded Return to:
Salt Lake County Sewerage
Improvement District No. 1
P.O. Box 908
Draper, Utah 84020

Project #: Sid.628

GRANTOR: Utah State Department of Natural Resources, Division of Parks and Recreation

Jordan River Parkway

7698846
08/16/2000 09:14 AM NO FEE
Book - 8381 Pg - 2487-2489
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CO SEWERAGE IMP. DIST. #1
PO BOX 908
DRAPER UT 84020
BY: ARG, DEPUTY - WI 3 P.

EASEMENT

A portion of the Northwest Quarter of Section 14, 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 the each 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 west line of GRANTOR's property, County Parcel No. 27-23-251-003, said point lying S.00°21'18"W. 367.95 feet and S.89°38'42"E. 3035.83 feet and N.15°22'40"E. 558.83 feet and N.06°26'06"E. 1254.53 feet from the West Quarter Corner of said Section 23; and running thence S. 43°04'29" E. 173.52 feet more or less to the existing Salt Lake County Sewerage Improvement District No. 1 sewer out fall line..

Contains: 0.080 acres (approx. 173.52 l.f.).

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.

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 as near its original condition as is reasonably possible.

GRANTEE shall hold the GRANTOR harmless for any claim or liability arising from the use of the above described property and all injuries, damages, or accidents, related to this grant of easement for the duration of the easement.

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 over or across said right-of-way, any building or other improvements, 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 GRANTOR(S) and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

GRANTEE shall be responsible for all reclamation of the disturbed area, to include but not be limited to reseeding with native plants.

GRANTEE shall not sub-lease, nor share this deed of easement with any other entity. Any assignment of this easement must be approved by the GRANTOR.

GRANTOR(S), or their representative, reserves the right to build trails for hiking, bicycling, equestrian, jogging, or other non-motorized use.

IN WITNESS WHEREOF, the GRANTOR(S) have executed their right-of-way and easement this _____ day of _____, 2000.

County Parcel No.

Acreage

GRANTOR(S)

27-23-251-003

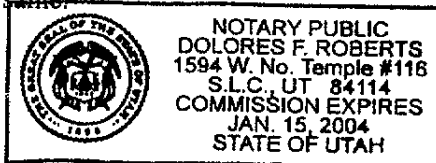
0.080 acres
(approx. 173.52 l.f.).

By: _____

Courtland Nelson, Director
Utah Division of Parks and Recreation

STATE OF UTAH)
)
:SS
COUNTY OF SALT LAKE)

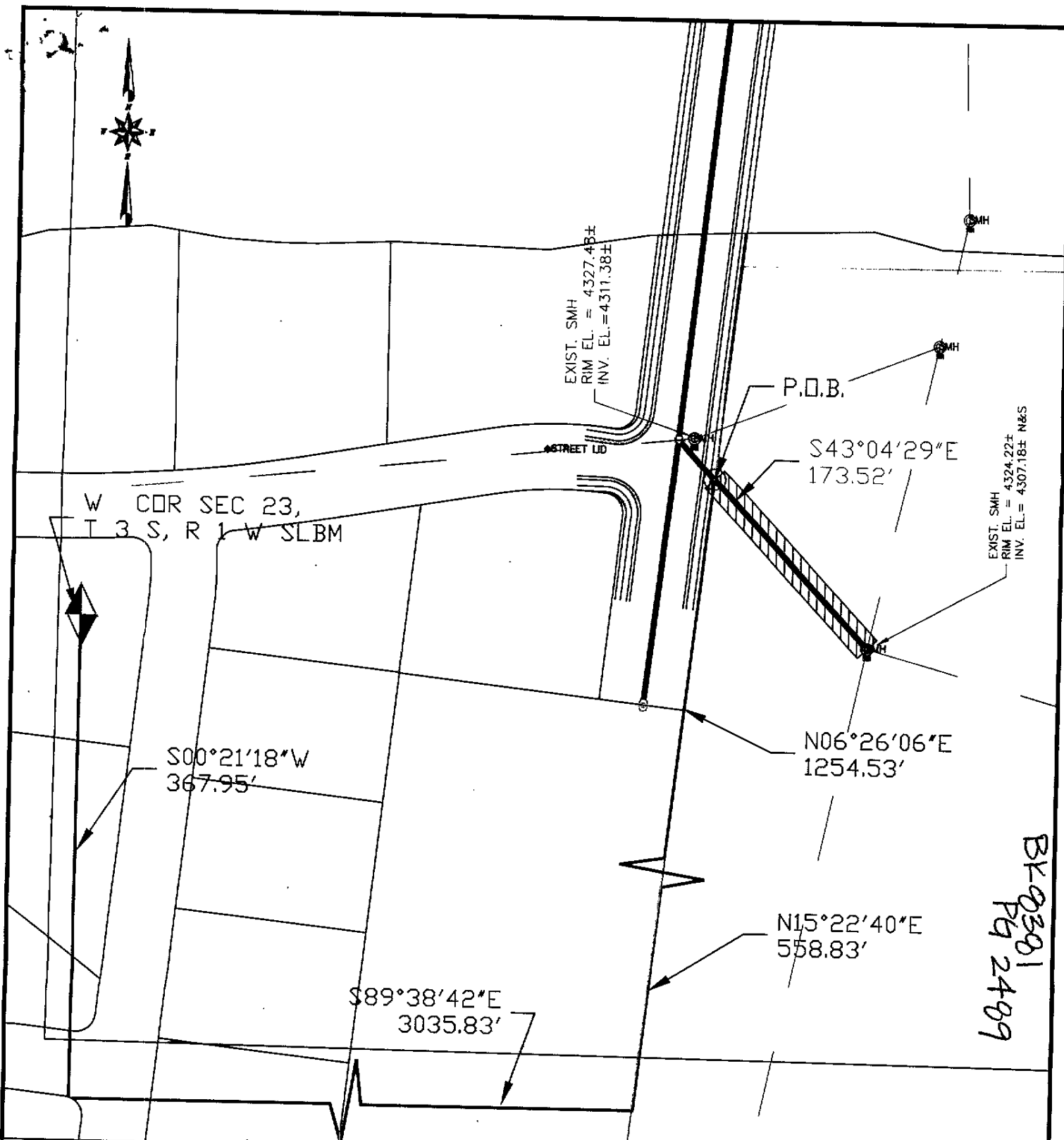
On the 7th day of AUGUST, 2000 COURTLAND NELSON,
the signers of the above instrument, personally appeared before me and duly acknowledged to me they executed the same.



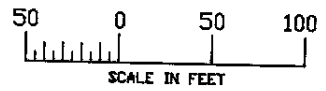
Dolores F. Roberts
Notary Public

My Commission Expires: 1-15-2004

Residing in: DAVIS County



OWNER(S): Provo Jordan River Parkway Authority
PARCEL #: 27-23-251-003
CONTAINS: 0.08 acres (approx. 173.52 ft.)



**SALT LAKE COUNTY SEWERAGE
IMPROVEMENT DISTRICT**

RIGHT OF WAY / EASEMENT IN PORTION OF
Northwest Quarter of Section 23, Township 3 South, Range 1 West,
Salt Lake Base and Meridian, U.S. Survey

Gilson Engineering

Draper, Utah
(801) 571-9414
Riverton, Utah
(801) 773-1191

DRAWN: <i>Dugan/Hatch</i>	CHECKED: <i>Kevin Mulvey</i>	APPROVED: <i>Jerry M...</i>
DATE: 4/11/00	PROJECT NUMBER: SID628	DRAWING NUMBER: SID628-ease.dwg

BL 0391
Pg 2489

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