

Sandy Suburban
Improvement District
9115 South 700 East
Sandy City

9357715
04/25/2005 03:06 PM \$12.00
Book - 9121 Pg - 8463-8464
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY RECORDER
10000 CENTENNIAL PARKWAY
SANDY UT 84070
BY: ZJM, DEPUTY - WI 2 P.

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 the 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 that portion 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 more particularly described as follows:

Beginning at a point on the westerly line of lot 38 of the proposed Hearthstone Subdivision, as currently in review with Sandy City, said point being South 793.98 feet and East 832.17 feet from the Northwest corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 27°44'35" West along said Westerly line 20.02 feet; thence North 76°15'30" West 35.42 feet to the East line of a right-of-way and easement in favor of Sandy Suburban Improvement District recorded September 22, 1983 as Entry No. 3847243 in Book 5493 on Pages 4 and 6; thence South 00°00'07" East along said East line 15.44 feet; thence South 76°15'30" East 45.02 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the 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.

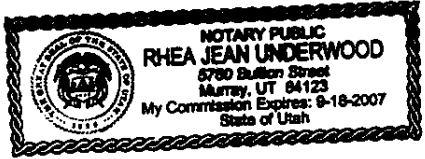
GRANTORS shall not build or construct or permit to be built or constructed any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of the 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.

IN WITNESS WHEREOF, the grantors have executed this right-of-way and easement, this 22 day of April, 2005

[Handwritten Signature]
Floria W. Halliday

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

On the 22 day of April, 2005, personally appeared before me Thalia Smart Floria W. Halliday
the signer(s) of the above instrument, who duly acknowledged to me that he represented the same.



[Handwritten Signature]
Notary Public
Residing in Murray Utah

My Commission Expires:
9/18/07