

When Recorded Mail To:
Tooele County Recorder's Office
47 South Main
Tooele, Utah 84074

E 113264 B 0511 P 0533
Date 12-JUN-1998 12:47pm
Fees No Fee Check
DONNA S. MCKENDRICK, Recorder
Filed By RGO
For RAY BINGHAM
TOOELE COUNTY CORPORATION

EASEMENT

Joseph Bruce Clegg Family Trust and Lazy C Cattle Co., Inc., a Utah corporation herein collectively called GRANTOR, in consideration of the herein contained terms, hereby grants to Tooele County, GRANTEE, the right to construct, operate, repair and maintain a perpetual easement for the construction and maintenance of a culinary waterline, secondary waterline, sanitary sewer force main and any appurtenances thereto and a temporary construction easement to facilitate the construction of said water and sewer lines.

The perpetual easements as described in attached exhibit "A" shall be for the purpose of constructing, operating, repairing and maintaining a culinary waterline, secondary waterline, and a sanitary sewer force main including any required appurtenances.

TO HAVE AND TO HOLD for a perpetual easement subject to the following terms and conditions and any valid and existing rights:

1. GRANTEE shall install three permanent stock watering facilities, consisting of a 3/4 inch water service connection, an approved backflow prevention device, and a stock watering trough unit. There shall be three such stock watering facilities installed by GRANTEE along what will eventually be 2400 North Street between Sheep Lane and 1200 West Street in Sections 7 and 12. GRANTOR shall be responsible to obtain permission from Tooele City for the three connection points to be used for stock watering purposes. GRANTEE shall only be responsible to install these three connection points on land owned by GRANTOR or on land which GRANTOR has obtained written permission from the owner to allow the installation of these facilities. It shall be GRANTOR's responsibility to obtain any written permission or easement required for the installation of these facilities.
2. GRANTEE shall use reasonable and prudent construction methods to avoid unnecessary damage to the Property during the construction phase and any subsequent maintenance and repair activities. They shall bring the ground surface back to grade, smooth and reseed it to dryland range grasses following installation and after any subsequent activity. Any surface evidence of their efforts, such as manholes or pressure-relief stations, shall be constructed and maintained so as to create no unreasonable risk of harm to livestock or motor vehicles used in connection with livestock. GRANTEE shall be deemed to have met its responsibility of creating "no unreasonable risk" by properly performing the following: Repairing any fences damaged by installation or maintenance activities of GRANTEE, installing and maintaining visible markers identifying any above ground facilities installed by GRANTEE (other than the stock watering troughs), and installing and maintaining proper lids or covers on all below ground facilities.

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3. GRANTEE shall allow GRANTOR to make approved connections into its on-site sewage collection lines at any manhole when the on-site pump station becomes functional, however, GRANTOR shall be responsible to design and obtain approval of the design by GRANTEE prior to making any connections. Such approval shall not be unreasonably withheld. GRANTOR shall be responsible for any normal and routine sewer connection, impact, and user fees charged by Tooele City in conjunction with its use of GRANTEE's facilities. GRANTOR shall be responsible to repair the surface of any disturbed areas to like or better condition.
4. GRANTOR shall be responsible to pay GRANTEE a pro rata share of the operation and maintenance costs for the on-site sewage pump station. This cost shall be based on the pro rata share of the volume of sewage generated by GRANTOR facilities to that generated by GRANTEE's facilities. GRANTOR shall be limited to a maximum average daily flow rate of 10,500 gallons per day of sewage to GRANTEE's facility without prior separate approval by GRANTEE.
5. It is understood that GRANTEE shall have the right to assign use of this easement to other parties for the purpose of providing either culinary and secondary water distribution or sanitary sewer collection and conveyance. GRANTOR does not convey this easement for any utility purposes other than those directly associated with culinary and secondary water distribution and sanitary sewage collection and conveyance.
6. All parties agree that, should any of them default in any of the covenants or agreements herein contained and suit is brought to either enforce performance or to recover damages for the breach thereof, the prevailing party in litigation shall be entitled to recover all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing any of the covenants or obligations created by the granting and accepting of this easement or in pursuing any remedy provided hereunder or by applicable law.
7. This contract is binding upon and inures to the benefit of the personal representatives, heirs, successors and assigns of the respective parties hereto.
8. This contract contains the entire agreement between the parties hereto.
9. Any provisions hereof not enforceable under the laws of the State of Utah shall not affect the validity of any other provisions hereof.

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IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed this 11th
day of June, 1998.

GRANTOR: LAZY C CATTLE COMPANY, INC.

By: [Signature]
Title: President

JOSEPH BRUCE CLEGG FAMILY TRUST

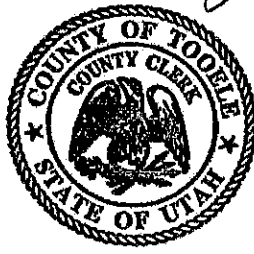
By: [Signature]
Title: Trustee

GRANTEE:

TOOELE COUNTY

By: [Signature]
Title: Chairman, Tooele County Commission

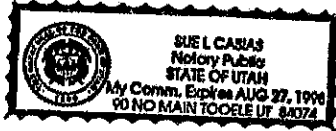
By: [Signature]
Title: Tooele County Recorder [Signature]



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STATE OF UTAH)
COUNTY OF TOOELE)

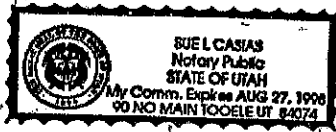
On the 10th Day of June, 1998, personally appeared before me H. James Clegg, who being duly sworn did say that he is the President of LAZY C CATTLE COMPANY, INC., and authorized to execute the above instrument.



Sue L. Casias
Notary Public

STATE OF UTAH)
COUNTY OF TOOELE)

On the 11th Day of June, 1998, personally appeared before me Joseph Bruce Clegg, who being duly sworn did say that he is the Trustee of JOSEPH BRUCE CLEGG FAMILY TRUST, and authorized to execute the above instrument.



Sue L. Casias
Notary Public

STATE OF UTAH)
COUNTY OF TOOELE)

On the 9 Day of June, 1998, personally appeared before me _____, who being duly sworn did say that he is the Chairman of TOOELE COUNTY COMMISSION, and authorized to execute the above instrument.

Sandra Fraser
Notary Public

ATTEST:

Dennis D. Ewing
Dennis D. Ewing, County Clerk

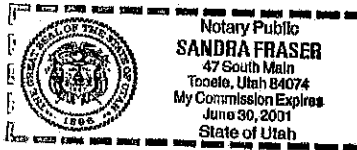
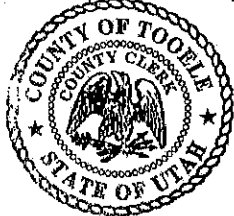


EXHIBIT "A"

A perpetual easement upon part of an entire tract of land situate in the North 42.00 feet of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 12 and the North 42.00 feet of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Township 3 South, Range 5 West S.L.B&M Tooele County, Utah, for the purpose of constructing thereon a water pipeline, force main sewer line, secondary waterline and appurtenance parts thereof incident to the construction of Deseret Peak Complex, known as Project No. 97-123.

The boundaries of said entire tract of land are described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 12 Township 3S., Range 5W., S.L.B&M, (a found Tooele County Survey Monument); and thence along the East line of Section 12 S S 00°21'05" E 42.00 feet to a point on the Southerly Easement line of proposed 2400 North Street; thence along said Easement line S 89°38'07" W 2646.32 feet to a point which lies on the N-S $\frac{1}{4}$ section line; thence continuing along said Easement S 89°38'07" West 791.62 feet to a point which lies on the Easterly right-of-way of the Western Pacific Railroad Company; thence along said right-of-way N 37°25'14" W 52.63 feet to a point which lies on the E-W $\frac{1}{4}$ section line; thence along said section line N 89°38'07" E 823.45 feet to the center of Section; thence continuing along said E-W $\frac{1}{4}$ section line N 89°38'07" E 2646.21 feet to the point of beginning.

Said tract of land contains 3.33 acres, more or less.

The Basis of Bearing is between the W $\frac{1}{4}$ corner and the E $\frac{1}{4}$ corner of Section 12, Township 3S., Range 5W., S.L.B&M (a measured N 89°38'07" E 5292.42 feet) both monuments being found Tooele County Survey Monuments.

Together with a perpetual easement upon part of an entire tract of land situate in the N $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 12, Township 3 South, Range 5 West S.L.B&M Tooele County, Utah, for the purpose of constructing thereon a water pipeline, force main sewer line and appurtenance parts thereof incident to the construction of Deseret Peak Complex, known as Project No. 97-123.

The boundaries of said entire tract of land are described as follows:

Beginning at a point which lies N 89°38'07" E 765.02 feet along the E-W $\frac{1}{4}$ section line, from the West $\frac{1}{4}$ corner of Section 12 T3.S., R.5W., S.L.B&M,, (a found Tooele County Survey Monument); thence along said E-W $\frac{1}{4}$ section line N 89°38'07" E 932.44 feet to a point which lies on the Westerly right-of-way line of the Western Pacific Railroad Company; thence along said right-of-way S 37°25'14" E 52.63 feet to a point which lies on the Southerly Easement line of proposed 2400 North Street; thence along said Southerly Easement S 89°38'07" West 963.77 feet; thence N 00°53'56" W 42.00 feet to the point of beginning.

Said tract of land contains 0.91 acres, more or less.

The Basis of Bearing is between the W $\frac{1}{4}$ corner and the E $\frac{1}{4}$ corner of Section 12, Township 3S., Range 5W., S.L.B&M (a measured N 89°38'07" E 5292.42 feet) both monuments being found Tooele County Survey Monuments.