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NINA B REID UTAH CO RECORDER BY MB  
1993 DEC 14 1:26 PM FEE .00  
RECORDED FOR SANTAQUIN CITY

(NO. 53) RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to VALLEY VIEW ORCHARDS, INC. hereinafter referred to as GRANTOR, by SANTAQUIN CITY CORPORATION, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a construction easement and a perpetual easement as hereinafter described over, across, under and through land of the GRANTOR situated in Utah County, State of Utah, and more particularly described as follows (the Premises):

Beginning at a point located North 1008.17 feet and West 934.09 feet from the South quarter corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence South 87°43'37" West 211.17 feet, more or less, to a point on the westerly side of the grantor's property.

The Premises may partially or completely lie within GRANTOR's property. The construction easement shall be one-half (1/2) chain in width granted for the time of original installation of the facilities hereinafter described, one (1) rod on each side of the center line of said Premises. The perpetual easement shall be one (1) rod in width, one-half (1/2) rod on each side of the center line of said Premises. In the event the facilities to be constructed in the Premises cannot be located on or near the center line, the legal description shall be modified and an amendment to this easement shall be executed by the parties.

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A construction easement with the right to install and inspect pipelines, valves, valve boxes, manholes, cleanouts, and other similar structures and appurtenances, over, across, under and through the Premises; and

A perpetual easement with the right to inspect, maintain, operate, repair, protect, remove and replace pipelines, valves, valve boxes, manholes, cleanouts, and other similar structures and appurtenances, over, across, under and through the Premises.

So long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way for the purpose described in the construction and perpetual easements. During temporary periods, the GRANTEE 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, maintenances, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the Premises for purposes of initial construction and shall not construct the facilities during the growing season in such a way as to unreasonably interfere with the ingress and egress of the GRANTOR for farming purposes for which this right-of-way and easement is granted to the GRANTEE provided such use does not interfere with the facilities or any other rights granted to the GRANTEE hereunder.

GRANTEE as a condition to the granting of the easements shall pay damages, restore or replace in kind, at the GRANTEE's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said right-of-way, nor change the contour thereof without written consent of the GRANTEE. This right-of-way grant shall be binding upon GRANTOR, his successors and assigns, and shall enure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 19<sup>th</sup> day of May, 1993.

Bill Ferguson Pres.  
(Corporation)

By \_\_\_\_\_

STATE OF UTAH )  
                  : SS.  
COUNTY OF UTAH )

On the 19<sup>th</sup> day of May, 1993, personally appeared before me \_\_\_\_\_ who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_ that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

Elaine Tasker  
NOTARY PUBLIC

